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As filed with the Securities and Exchange Commission on September 17, 2014

Registration No. 333-

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

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

CHS/COMMUNITY HEALTH SYSTEMS, INC.

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

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

4000 Meridian Boulevard
Franklin, Tennessee 37067
(615) 465-7000
(Address, including zip code, and telephone number, including area code, of registrants' principal executive offices)

Rachel A. Seifert
CHS/Community Health Systems, Inc.
Executive Vice President and General Counsel
4000 Meridian Boulevard
Franklin, Tennessee 37067
(615) 465-7000
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:
Leigh Walton
Kevin H. Douglas
Bass, Berry & Sims PLC
150 Third Avenue South
Suite 2800
Nashville, Tennessee 37201
(615) 742-6200

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

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

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

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

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

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

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
5.125% Senior Secured Notes Due 2021	$1,000,000,000	$1,000,000,000	$128,800
Guarantees of 5.125% Senior Secured Notes Due 2021	—	—	(2)
6.875% Senior Notes Due 2022	$3,000,000,000	$3,000,000,000	$386,400
Guarantees of 6.875% Senior Notes Due 2022	—	—	(2)

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended.
(2) Pursuant to Rule 457(n), no additional registration fee is payable with respect to the guarantees.

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

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Additional Registrants

Schedule A

Exact Name of Additional Registrants	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Community Health Systems, Inc.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	13-3893191
Abilene Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	46-0496920
Abilene Merger, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	46-0496918
Affinity Health Systems, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3391769
Affinity Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3391873
Amory HMA, LLC	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3750001
Anna Hospital Corporation	IL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	36-4431843
Anniston HMA, LLC	AL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	72-1346819
Bartow HMA, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-1888382
Berwick Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	23-2975836
Big Bend Hospital Corporation	TX	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	75-2717545
Big Spring Hospital Corporation	TX	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	75-2574581
Biloxi H.M.A., LLC	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	59-2754033
Birmingham Holdings II, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-2784086
Birmingham Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3320362
Blue Island Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-4082512
Blue Island Illinois Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	61-1667279
Bluefield Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-2372042
Bluefield Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-2372291
Bluffton Health System LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1792272

Exact Name of Additional Registrants	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Brandon HMA, LLC	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	64-0885458
Brevard HMA Holdings, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-3137706
Brevard HMA Hospitals, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-3141947
Brownsville Hospital Corporation	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	42-1557534
Brownwood Hospital, L.P.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762521
Brownwood Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762523
Bullhead City Hospital Corporation	AZ	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	86-0982071
Bullhead City Hospital Investment Corporation	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-1577204
Campbell County HMA, LLC	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2528273
Carlisle HMA, LLC	PA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	25-1887146
Carlsbad Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762526
Carolinas JV Holdings General, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-2227746
Carolinas JV Holdings, L.P.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-2227809
Central Florida HMA Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3964329
Central States HMA Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3964397
Centre Hospital Corporation	AL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-4370931
Chester HMA, LLC	SC	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-1231400
CHHS Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-2189938
CHS Kentucky Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-1639057
CHS Pennsylvania Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-1639170
CHS Virginia Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-1639119
CHS Washington Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3272205

Exact Name of Additional Registrants	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Citrus HMA, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-0195256
Clarksdale HMA, LLC	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	64-0869163
Clarksville Holdings II, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-5498575
Clarksville Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3320418
Cleveland Hospital Corporation	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1587878
Cleveland Tennessee Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1281627
Clinton Hospital Corporation	PA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	90-0003715
Coatesville Hospital Corporation	PA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	23-3069798
Cocke County HMA, LLC	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2528314
College Station Hospital, L.P.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762360
College Station Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762359
College Station Merger, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1771861
Community GP Corp.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1648466
Community Health Investment Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	76-0152801
Community LP Corp.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1648206
CP Hospital GP, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3904557
CPLP, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3904614
Crestwood Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1769644
Crestwood Hospital LP, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762369
CSMC, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762362
CSRA Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-5111915
Deaconess Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	47-0890490

Exact Name of Additional Registrants	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Deaconess Hospital Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-2401268
Deming Hospital Corporation	NM	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	85-0438008
Desert Hospital Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-8111921
Detar Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1754943
DHFW Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-2817294
DHSC, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-2871473
Dukes Health System, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	52-2379885
Dyersburg Hospital Corporation	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	42-1557536
Emporia Hospital Corporation	VA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	54-1924866
Evanston Hospital Corporation	WY	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	83-0327475
Fallbrook Hospital Corporation	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	91-1918215
Florida HMA Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3964255
Foley Hospital Corporation	AL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1811413
Forrest City Arkansas Hospital Company, LLC	AR	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-4217095
Forrest City Hospital Corporation	AR	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-4216978
Fort Payne Hospital Corporation	AL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-4370870
Fort Smith HMA, LLC	AR	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-1013889
Frankfort Health Partner, Inc.	IN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	35-2009540
Franklin Hospital Corporation	VA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	52-2200240
Gadsden Regional Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	63-1102774
Galesburg Hospital Corporation	IL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	37-1485782

Exact Name of Additional Registrants	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Granbury Hospital Corporation	TX	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	75-2682017
Granite City Hospital Corporation	IL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	36-4460625
Granite City Illinois Hospital Company, LLC	IL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	36-4460628
Greenville Hospital Corporation	AL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	63-1134649
GRMC Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-8112090
Hallmark Healthcare Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	63-0817574
Hamlet H.M.A., LLC	NC	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	58-1741827
Health Management Associates, Inc.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	61-0963645
Health Management Associates, LP	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-1601497
Health Management General Partner I, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	46-1721316
Health Management General Partner, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	46-1690736
HMA Fentress County General Hospital, LLC	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	95-3974754
HMA Hospitals Holdings, LP	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3964154
HMA Santa Rosa Medical Center, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	68-0045270
HMA Services GP, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	46-1707507
Hobbs Medco, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1769641
Hospital Management Associates, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	35-1410796
Hospital Management Services of Florida, LP	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-5917647
Hospital of Barstow, Inc.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	76-0385534
Hospital of Fulton, Inc.	KY	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	61-1218106
Hospital of Louisa, Inc.	KY	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	61-1238190
Hospital of Morristown, Inc.	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1528689

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Exact Name of Additional Registrants	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Jackson HMA, LLC	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	64-0907122
Jackson Hospital Corporation (KY)	KY	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	61-1285331
Jackson Hospital Corporation (TN)	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	42-1557525
Jefferson County HMA, LLC	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2528414
Jourdanton Hospital Corporation	TX	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	74-3011840
Kay County Hospital Corporation	OK	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-4052833
Kay County Oklahoma Hospital Company, LLC	OK	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-4052936
Kennett HMA, LLC	MO	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-0248087
Key West HMA, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	65-0905661
Kirksville Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	36-4373298
Knoxville HMA Holdings, LLC	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2528116
Lakeway Hospital Corporation	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1564360
Lancaster Hospital Corporation	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	57-1010381
Las Cruces Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	75-2905434
Lea Regional Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1760149
Lehigh HMA, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	65-1144586
Lexington Hospital Corporation	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	42-1557533
Lone Star HMA, L.P.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	41-2035884
Longview Clinic Operations Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	75-1470252
Longview Medical Center, L.P.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762420
Longview Merger, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1769639
LRH, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762421

Exact Name of Additional Registrants	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Lutheran Health Network of Indiana, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762363
Madison HMA, LLC	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	03-0400182
Marion Hospital Corporation	IL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	37-1359605
Martin Hospital Corporation	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	42-1557527
Massillon Community Health System LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	55-0799029
Massillon Health System LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	34-1840860
Massillon Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-0201156
McKenzie Tennessee Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	42-1557531
McNairy Hospital Corporation	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	42-1557530
MCSA, L.L.C.	AR	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	71-0785071
Medical Center of Brownwood, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762425
Melbourne HMA, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-3142044
Merger Legacy Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-1344746
Mesquite HMA General, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	41-2035879
Metro Knoxville HMA, LLC	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2535623
Mississippi HMA Holdings I, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3964464
Mississippi HMA Holdings II, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3964541
MMC of Nevada, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	42-1543617
Moberly Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	43-1651906
Monroe HMA, LLC	GA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-0141568
MWMC Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-8007512
Nanticoke Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-4577346

Exact Name of Additional Registrants	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Naples HMA, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-4401957
National Healthcare of Leesville, Inc.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	95-4066162
National Healthcare of Mt. Vernon, Inc.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	58-1622971
National Healthcare of Newport, Inc.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	71-0616802
Navarro Hospital, L.P.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762428
Navarro Regional, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762429
NC-DSH, LLC	NV	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	88-0305790
Northampton Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	52-2325498
Northwest Arkansas Hospitals, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-5896848
Northwest Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762430
NOV Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-8112009
NRH, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762431
Oak Hill Hospital Corporation	WV	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-0003893
Oro Valley Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	52-2379881
Palmer-Wasilla Health System, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762371
Payson Hospital Corporation	AZ	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	86-0874009
Peckville Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2672049
Pennsylvania Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	06-1694707
Phillips Hospital Corporation	AR	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	75-2976342
Phoenixville Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-1055060
Poplar Bluff Regional Medical Center, LLC	MO	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	43-1238701
Port Charlotte HMA, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-1852902

Exact Name of Additional Registrants	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Pottstown Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	06-1694708
Punta Gorda HMA, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	65-0526360
QHG Georgia Holdings II, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-1344786
QHG Georgia Holdings, Inc.	GA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	58-2386459
QHG Georgia, LP	GA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	58-2387537
QHG of Bluffton Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1792274
QHG of Clinton County, Inc.	IN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	35-2006952
QHG of Enterprise, Inc.	AL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	63-1159023
QHG of Forrest County, Inc.	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1704095
QHG of Fort Wayne Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	35-1946949
QHG of Hattiesburg, Inc.	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1704097
QHG of Massillon, Inc.	OH	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	31-1472380
QHG of South Carolina, Inc.	SC	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1587267
QHG of Spartanburg, Inc.	SC	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	57-1040117
QHG of Springdale, Inc.	AR	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1755664
QHG of Warsaw Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1764509
Quorum Health Resources, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1742954
Red Bud Hospital Corporation	IL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	36-4444121
Red Bud Illinois Hospital Company, LLC	IL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	36-4443919
Regional Hospital of Longview, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762464
River Oaks Hospital, LLC	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	64-0626874

Exact Name of Additional Registrants	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
River Region Medical Corporation	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1576702
Rockledge HMA, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-3142075
ROH, LLC	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	64-0780035
Roswell Hospital Corporation	NM	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	74-2870118
Ruston Hospital Corporation	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-8066937
Ruston Louisiana Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-8066999
SACMC, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762472
Salem Hospital Corporation	NJ	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	22-3838322
San Angelo Community Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762473
San Angelo Medical, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1769697
San Miguel Hospital Corporation	NM	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	74-2930034
Scranton Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-4577223
Scranton Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-4564798
Scranton Quincy Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2671991
Scranton Quincy Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2672023
Sebastian Hospital, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	65-0425888
Sebring Hospital Management Associates, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	59-2546390
Sharon Pennsylvania Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	46-4257540
Sharon Pennsylvania Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	38-3920098
Shelbyville Hospital Corporation	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-2909388
Siloam Springs Arkansas Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3635210
Siloam Springs Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3635188

Exact Name of Additional Registrants	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Southeast HMA Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3964613
Southern Texas Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1769737
Southwest Florida HMA Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3964696
Spokane Valley Washington Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-1315140
Spokane Washington Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-1315081
Statesville HMA, LLC	NC	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	56-2206788
Tennessee HMA Holdings, LP	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	46-1750499
Tennyson Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3943816
Tomball Texas Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2784214
Tomball Texas Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2856063
Tooele Hospital Corporation	UT	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	87-0619248
Triad Healthcare Corporation	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	75-2816101
Triad Holdings III, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	75-2821745
Triad Holdings IV, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1766957
Triad Holdings V, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	51-0327978
Triad Nevada Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-1639289
Triad of Alabama, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762412
Triad of Oregon, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1761990
Triad-ARMC, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	46-0496926
Triad-El Dorado, Inc.	AR	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1628508
Triad-Navarro Regional Hospital Subsidiary, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1681610
Tunkhannock Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-4566015

Exact Name of Additional Registrants	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Van Buren H.M.A., LLC	AR	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	58-1725652
Venice HMA, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-1852812
VHC Medical, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1769671
Vicksburg Healthcare, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1752111
Victoria Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1760818
Victoria of Texas, L.P.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1754940
Virginia Hospital Company, LLC	VA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	02-0691406
Warren Ohio Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-3190619
Warren Ohio Rehab Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-3190578
Watsonville Hospital Corporation	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	91-1894113
Waukegan Hospital Corporation	IL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3978400
Waukegan Illinois Hospital Company, LLC	IL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3978521
Weatherford Hospital Corporation	TX	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-5694260
Weatherford Texas Hospital Company, LLC	TX	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-5694301
Webb Hospital Corporation	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-0167530
Webb Hospital Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-0167590
Wesley Health System LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	52-2050792
West Grove Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	25-1892279
WHMC, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762551
Wilkes-Barre Behavioral Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3632720
Wilkes-Barre Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3632542
Wilkes-Barre Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3632648

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Exact Name of Additional Registrants	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Williamston Hospital Corporation	NC	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1749107
Winder HMA, LLC	GA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3749930
Women & Children's Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762556
Woodland Heights Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762558
Woodward Health System, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762418
Yakima HMA, LLC	WA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-0506909
York Pennsylvania Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	32-0360922
York Pennsylvania Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-4082660
Youngstown Ohio Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-3074094

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

Subject to Completion, Dated September 17, 2014

PROSPECTUS

CHS/Community Health Systems, Inc.

Offers to Exchange

up to $1,000,000,000 in aggregate principal amount of 5.125% Senior Secured Notes due 2021 (the "Secured Exchange Notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for any and all outstanding unregistered 5.125% Senior Secured Notes due 2021 (the "Secured Initial Notes"), and

up to $3,000,000,000 in aggregate principal amount of 6.875% Senior Notes due 2022 (the "Unsecured Exchange Notes" and together with the Secured Exchange Notes, the "Exchange Notes"), which have been registered under the Securities Act, for any and all outstanding unregistered 6.875% Senior Notes due 2022 (the "Unsecured Initial Notes" and, together with the Secured Initial Notes, the "Initial Notes").

We refer to these offers to exchange collectively as the "exchange offers."

As with the Secured Initial Notes, the Secured Exchange Notes will be, jointly and severally, unconditionally guaranteed on a senior secured basis by Community Health Systems, Inc. ("Holdings") and certain of our current and future domestic subsidiaries. As with the Unsecured Initial Notes, the Unsecured Exchange Notes will be, jointly and severally, unconditionally guaranteed on a senior unsecured basis by Holdings and certain of our current and future domestic subsidiaries.

The Secured Initial Notes sold pursuant to Rule 144A under the Securities Act bear the CUSIP number 12543DAS9, and the Secured Initial Notes sold pursuant to Regulation S under the Securities Act bear the CUSIP number U17127AF5. The Unsecured Initial Notes sold pursuant to Rule 144A under the Securities Act bear the CUSIP number 12543DAT7, and the Unsecured Initial Notes sold pursuant to Regulation S under the Securities Act bear the CUSIP number U17127AG3.

Terms of the Exchange Offers

- The exchange offers will expire at 12:00 a.m., New York City time, on , 2014, unless extended.
- You may withdraw your tender of Initial Notes any time before the expiration of the exchange offers.
- We will exchange all Initial Notes that are validly tendered and not withdrawn prior to the expiration of the exchange offers for an equal principal amount of Exchange Notes.
- If you fail to tender your Initial Notes, your Initial Notes will continue to be subject to restrictions on transfer.
- We will not receive any proceeds from the exchange offers.
- The Exchange Notes are substantially identical to the Initial Notes, except the Exchange Notes are registered under the Securities Act and the transfer restrictions and certain additional interest provisions applicable to the Initial Notes will not apply to the Exchange Notes.
- The exchange of Initial Notes for the Exchange Notes should not be a taxable exchange for United States federal income tax purposes. See "Material United States Federal Income Tax Considerations."

For a discussion of the specific risks that you should consider before tendering your outstanding Initial Notes in the exchange offers, see "Risk Factors" beginning on page 14 of this prospectus.

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

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

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

The date of this prospectus is , 2014

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

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This prospectus incorporates by reference important business and financial information about us that is not included or delivered with this prospectus. Copies of this information are available without charge to any person to whom this prospectus is delivered, upon written or oral request. Written requests should be directed to:

Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, Tennessee 37067
Attention: Investor Relations

Oral requests should be made by calling our Investor Relations Department at (615) 465-7000.

In order to ensure timely delivery of the documents, you must make your request to us no later than , 2014. In the event that we extend the exchange offers, you must submit your request at least five business days before the expiration date of the exchange offers, as extended.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

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

- general economic and business conditions, both nationally and in the regions in which we operate,
- implementation and effect of adopted and potential federal and state healthcare reform legislation and other federal, state or local laws or regulations affecting the healthcare industry,
- the extent to which states support increases, decreases or changes in Medicaid programs, implement healthcare exchanges or alter the provision of healthcare to state residents through regulation or otherwise,
- 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, which could result in, among other things, disputes and changes in reimbursements, both prospectively and retroactively,
- changes in inpatient or outpatient Medicare and Medicaid payment levels,
- the effects related to the continued implementation of the sequestration spending reductions and the potential for future deficit reduction legislation,
- increases in the amount and risk of collectability of patient accounts receivable,
- the efforts of insurers, healthcare providers and others to contain healthcare costs,
- our ongoing ability to demonstrate meaningful use of certified electronic health record technology and recognize income for the related Medicare or Medicaid incentive payments,
- 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,

- the availability and terms of capital to fund additional acquisitions or replacement facilities or other capital expenditures,
- our ability to successfully make acquisitions or complete divestitures,
- our ability to successfully integrate any acquired hospitals, including those of Health Management Associates, Inc. ("HMA"), or to recognize expected synergies from acquisitions,
- the impact of the acquisition of HMA on third-party relationships,
- the impact of seasonal severe weather conditions,
- our ability to obtain adequate levels of general and professional liability insurance,
- timeliness of reimbursement payments received under government programs,
- the impact of the external, criminal cyber attack suffered by us in the second quarter of 2014, as further described below in "Summary—Cyber Attack", including potential reputational damage, the outcome of our pending and ongoing investigation and any potential governmental inquiry or litigation, the extent of remediation costs, and other additional operating or other expenses that we may incur; and
- the other risk factors set forth in our annual report on Form 10-K for the year ended December 31, 2013 and our other public filings with the SEC.

Although we believe that these forward-looking statements are based upon reasonable assumptions, these assumptions are inherently subject to significant regulatory, economic and competitive uncertainties and contingencies, which are difficult or impossible to predict accurately and may be beyond our control. Accordingly, we cannot give any assurance that our expectations will in fact occur and caution that actual results may differ materially from those in the forward-looking statements. 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 undertake no obligation to revise or update any forward-looking statements, or to make any other forward-looking statements, whether as a result of new information, future events or otherwise.

SUMMARY

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

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

Our Company

We are one of the largest publicly-traded operators of hospitals in the United States in terms of number of facilities and net operating revenues. We provide healthcare services through the hospitals that we own and operate in non-urban and selected urban markets throughout the United States. We generate revenues by providing a broad range of general and specialized hospital healthcare services and other outpatient services to patients in the communities in which we are located. As of June 30, 2014, we owned or leased 198 hospitals included in continuing operations, comprised of 194 general acute care hospitals and four stand-alone rehabilitation or psychiatric hospitals. Services provided through our hospitals and affiliated businesses include general acute care, emergency room, general and specialty surgery, critical care, internal medicine, obstetrics, diagnostic, psychiatric and rehabilitation services. We also provide additional outpatient services at urgent care centers, occupational medicine clinics, imaging centers, cancer centers, ambulatory surgery centers, and home health and hospice agencies. An integral part of providing these services is our relationship and network of affiliated physicians at our hospitals and affiliated businesses. Through our management and operation of these businesses, we provide standardization and centralization of operations across key business areas; strategic assistance to expand and improve services and facilities; implementation of patient safety and quality of care improvement programs and assistance in the recruitment of additional physicians and licensed healthcare practitioners to the markets in which our hospitals are located. In a number of our markets, we have partnered with local physicians or not-for-profit providers, or both, in the ownership of our facilities. In addition to our hospitals and related businesses, we also own and operate licensed home care agencies and licensed hospice agencies, located primarily in markets where we also operate a hospital. Also, through our wholly-owned subsidiary, Quorum Health Resources, LLC, we provide management and consulting services to non-affiliated general acute care hospitals located throughout the United States. For the 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.

Our strategy has included growth by acquisition. We generally target hospitals in growing, non-urban and selected urban healthcare markets for acquisition because of their favorable demographic and economic trends and competitive conditions. Because non-urban and suburban service areas have smaller populations, there are generally fewer hospitals and other healthcare service providers in these communities and generally a lower level of managed care presence in these markets. We believe that smaller populations support less direct competition for hospital-based services and these communities generally view the local hospital as an integral part of the community. We believe opportunities exist for skilled, disciplined operators in selected urban markets to create networks between urban hospitals and non-urban hospitals while improving physician alignment in those markets and making it more attractive to managed care. In recent years, our acquisition strategy has also included

acquiring selective physician practices and physician-owned ancillary service providers. Such acquisitions have been executed in markets where we already have a hospital presence and provide an opportunity to increase the number of affiliated physicians or expand the range of specialized healthcare services provided by our hospitals.

On January 27, 2014, we completed the acquisition of HMA by acquiring all the outstanding shares of common stock of HMA ("HMA common stock") for approximately $7.3 billion, including the assumption of approximately $3.8 billion of indebtedness, which is referred to in this prospectus as the "HMA merger." Each share of HMA common stock issued and outstanding immediately prior to the effective time of the HMA merger was converted into the right to receive $10.50 in cash, 0.06942 of a share of Holdings' common stock, and one contingent value right, or CVR, which entitles the holder of each CVR to receive a cash payment of $1.00 per share, following and conditioned upon the final resolution of certain legal matters involving HMA, subject to downward adjustments relating to the amount of certain losses arising out of or relating to such legal matters. At the time of the completion of the HMA merger, HMA owned and operated 71 hospitals in 15 states in non-urban communities located primarily in the southeastern United States.

For additional information about our business, operations and financial results, see the documents listed under "Incorporation by Reference of Certain Documents."

Our principal executive offices are located at 4000 Meridian Boulevard, Franklin, Tennessee 37067, and our telephone number at that address is (615) 465-7000.

Department of Justice Settlement

On August 4, 2014, we announced that we had entered into a civil settlement agreement with the U.S. Department of Justice, other federal agencies and identified relators that concluded previously announced investigations and litigation related to short stay admissions through emergency departments at certain of our affiliated hospitals. The settlement concluded the government's review into whether these 119 hospitals billed Medicare, Medicaid and TRICARE for certain inpatient admissions from January 2005 to December 2010 that the government contended should have been billed as outpatient or observation cases. Under the terms of the settlement agreement, there was no finding of improper conduct by us or our affiliated hospitals, and we denied any wrongdoing. We have paid $88,257,500 in resolution of all federal government claims, including Medicare, TRICARE and the federal share of the Medicaid claims, and an additional $892,500 to the states for their portions of the Medicaid claims. The settlement also covered the dismissal of specified litigation.

Further, the settlement resolved the government's investigation into a hospital affiliated with us in Laredo, Texas. The government's review in Laredo centered on whether the hospital submitted claims for inpatient procedures that should have been billed as outpatient procedures as well as the financial relationship between the hospital and a member of its medical staff. The hospital has paid $9 million to resolve this investigation.

As part of the settlement, we entered into a five-year Corporation Integrity Agreement ("CIA") with the Office of Inspector General of the U.S. Department of Health and Human Services. The CIA will be incorporated into our existing and comprehensive compliance program. The CIA establishes general and specialized training requirements and mandates that we retain independent review organizations to review the adequacy of our claims for inpatient services furnished to federal health care program beneficiaries. The CIA also includes Laredo-specific reviews of physician financial relationships.

The settlement will also result in the unsealing and dismissal of qui tam actions filed in Illinois, Tennessee, North Carolina and Texas, as well as the previously unsealed case in Indiana. Two of these cases also name HMA as defendants and were partially unsealed in December 2013 when the government intervened in those and six other cases pending against HMA. The portion of the settlement that will be paid to the relators, as well as which of the relators will share in the award, has not yet been disclosed by the government. Claims by the relators for attorneys' fees remain to be resolved.

We previously established a $102 million reserve to cover these settlements and related legal costs.

The settlement agreement did not cover current government investigations into certain hospitals formerly affiliated with HMA, which were initiated before our acquisition of HMA in January 2014. We continue to cooperate with the government and are working to bring resolution to these investigations.

Cyber Attack

As previously disclosed on a Current Report on Form 8-K filed by us on August 18, 2014, our computer network was the target of an external, criminal cyber attack that we believe occurred in April and June, 2014. We and Mandiant (a FireEye Company), the forensic expert engaged by us in connection with this matter, believe the attacker was a foreign "Advanced Persistent Threat" group who used highly sophisticated malware and technology to attack our systems. The attacker was able to bypass our security measures and successfully copy and transfer outside the Company certain non-medical patient identification data (such as patient names, addresses, birthdates, telephone numbers and social security numbers), but not including patient credit card, medical or clinical information. We continue to work closely with federal law enforcement authorities in connection with their investigation and possible prosecution of those determined to be responsible for this attack. Mandiant has conducted a thorough investigation of this incident and continues to advise the Company regarding remediation efforts, and our investigation of this matter is ongoing. We are providing appropriate notification to affected patients and regulatory agencies as required by federal and state law. We are offering identity theft protection services to individuals affected by this attack.

We have incurred certain expenses to remediate and investigate this matter, and expect to continue to incur expenses of this nature in the foreseeable future. In addition, multiple purported class action lawsuits have been filed against the Company. These lawsuits allege that sensitive information was unprotected and inadequately encrypted by the Company. The plaintiffs claim breach of contract and other theories of recovery, and are seeking damages, as well as restitution for any identity theft. At this time, we are unable to predict the outcome of this litigation or determine the potential impact, if any, that could result from this litigation, but we intend to vigorously defend these lawsuits. This matter may subject the Company to additional litigation, potential governmental inquiries, potential reputational damage, and additional remediation, operating and other expenses.

Summary of the Exchange Offers

On January 27, 2014, FWCT-2 Escrow Corporation ("Escrow Sub") issued, through private placements exempt from the registration requirements of the Securities Act, $1,000,000,000 of our Secured Initial Notes and $3,000,000,000 of our Unsecured Initial Notes. On the same date, Escrow Sub merged with and into the Issuer, and the Issuer entered into supplemental indentures pursuant to which the Issuer assumed all of the obligations of Escrow Sub as issuer of the Secured Initial Notes and Unsecured Initial Notes.

Simultaneously with the private placements of the Secured Initial Notes and Unsecured Initial Notes, Escrow Sub entered into two registration rights agreements, (i) one with respect to the Secured Initial Notes, dated January 27, 2014 (the "Secured Notes Registration Rights Agreement"), and (ii) one with respect to the Unsecured Initial Notes, dated January 27, 2014 (the "Unsecured Notes Registration Rights Agreement" and, together with the Secured Notes Registration Rights Agreement, the "Registration Rights Agreements"). On the same date, the Issuer entered into a joinder agreement to each of the Registration Rights Agreements pursuant to which the Issuer assumed all of the obligations of Escrow Sub. Under the Registration Rights Agreements, we are required to file a registration statement with the Securities and Exchange Commission (the "SEC") enabling the holders of the Secured Initial Notes and Unsecured Initial Notes to exchange their Secured Initial Notes and Unsecured Initial Notes for Secured Exchange Notes and Unsecured Exchange Notes, respectively, with substantially identical terms to the Secured Initial Notes and Unsecured Initial Notes, as applicable, and, unless not permitted by applicable law or SEC policy, to complete the exchange offers pursuant to the terms of the Registration Rights Agreements within 365 days after the date of the original issuance of the Secured Initial Notes and Unsecured Initial Notes. If we fail to complete the exchange offer on or before the date that is 365 days after such original issuance date, then we will be required to pay additional interest to the holders of the Initial Notes at a rate of 0.25% for the first 90 day period after such date and thereafter at a rate of an additional 0.25% for each subsequent 90 day period that elapses, provided that the aggregate increase in such annual interest rate may in no event exceed 1.0% per annum and provided that no interest will accrue following such time that this registration default has been cured. You may exchange your Secured Initial Notes and Unsecured Initial Notes for Secured Exchange Notes and Unsecured Exchange Notes, respectively, in the exchange offers. You should read the discussion under the headings "The Exchange Offers," "Description of the Secured Exchange Notes" and "Description of the Unsecured Exchange Notes" for further information regarding the Exchange Notes.

Securities Offered	• $1,000,000,000 aggregate principal amount of 5.125% senior secured notes due 2021 registered under the Securities Act; and • $3,000,000,000 aggregate principal amount of 6.875% senior notes due 2022 registered under the Securities Act. As with the Secured Initial Notes, the Secured Exchange Notes will be, jointly and severally, unconditionally guaranteed on a senior secured basis by Holdings and certain of our current and future domestic subsidiaries. As with the Unsecured Initial Notes, the Unsecured Exchange Notes will be, jointly and severally, unconditionally guaranteed on a senior unsecured basis by Holdings and certain of our current and future domestic subsidiaries.
Exchange Offers	We are offering to exchange the Secured Initial Notes and Unsecured Initial Notes for a like principal amount at maturity of the Secured Exchange Notes and Unsecured Exchange Notes, respectively. Initial Notes may be exchanged only in minimum denominations of $2,000 and any integral multiple of $1,000 in excess thereof. The exchange offers are being made pursuant to the Registration Rights

	Agreements, which grant the initial purchasers and any subsequent holders of the Initial Notes certain exchange and registration rights. The exchange offers are intended to satisfy those exchange and registration rights with respect to the Initial Notes. The form and terms of the Secured Exchange Notes and Unsecured Exchange Notes are the same as the form and terms of the Secured Initial Notes and Unsecured Initial Notes, respectively, except that: • the Exchange Notes have been registered under the federal securities laws and will not bear any legend restricting their transfers; • the Exchange Notes will bear different CUSIP numbers than the Initial Notes; and • the holders of the Exchange Notes will not be entitled to most rights under the Registration Rights Agreements, including the provisions for an increase in the interest rate on the Initial Notes in some circumstances as described in the Registration Rights Agreements.
Expiration Date; Withdrawal of Tender	The exchange offers will expire at 12:00 a.m., New York City time, on , 2014, unless extended. You may withdraw your tender of Initial Notes at any time prior to the expiration of the exchange offers. All outstanding Initial Notes that are validly tendered and not validly withdrawn will be exchanged. Any Initial Notes not accepted by us for exchange for any reason will be returned to you at our expense promptly after the expiration or termination of the exchange offers.
Resales	We believe that you can offer for resale, resell and otherwise transfer the Exchange Notes without complying with the registration and prospectus delivery requirements of the Securities Act so long as: • you acquire the Exchange Notes in the ordinary course of business; • you are not participating, do not intend to participate, and have no arrangement or understanding with any person to participate, in the distribution of the Exchange Notes; • you are not an "affiliate" of ours, as defined in Rule 405 of the Securities Act; and • you are not a broker-dealer. If any of these conditions is not satisfied and you transfer any Exchange Notes without delivering a proper prospectus or without qualifying for a registration exemption, you may incur liability under the Securities Act. We do not assume, or indemnify you against, any such liability. Each broker-dealer acquiring Exchange Notes issued for its own account in exchange for Initial Notes, which it acquired through market making activities or other trading activities, must

	acknowledge that it will deliver a proper prospectus when any Exchange Notes issued in the exchange offers are transferred. A broker-dealer may use this prospectus for an offer to resell, a resale or other retransfer of the Exchange Notes issued in the exchange offers.
Conditions to the Exchange Offers	We are not required to accept for exchange, or to issue the Exchange Notes in exchange for, any Initial Notes if the applicable exchange offer would not be permitted by applicable law or SEC policy. See "The Exchange Offers—Conditions to the Exchange Offers."
Procedures for Tendering Initial Notes held in the Form of Book-Entry Interests	The Initial Notes were issued as global securities and were deposited upon issuance with Regions Bank, as custodian for the global securities representing the uncertificated depositary interests in those outstanding Initial Notes, which represent a 100% interest in those Initial Notes, to The Depository Trust Company ("DTC"). Beneficial interests in the outstanding Initial Notes, which are held by direct or indirect participants in DTC, are shown on, and transfers of the Initial Notes can only be made through, records maintained in book-entry form by DTC. You may tender your outstanding Initial Notes by instructing your broker or bank where you keep the Initial Notes to tender them for you. In some cases you may be asked to submit the letter of transmittal that may accompany this prospectus. By tendering your Initial Notes, you will be deemed to have acknowledged and agreed to be bound by the terms set forth under "The Exchange Offers." Your outstanding Initial Notes must be tendered in minimum denominations of $2,000 and any integral multiple of $1,000 in excess thereof. In order for your tender to be considered valid, the exchange agent must receive a confirmation of book-entry transfer of your outstanding Initial Notes into the exchange agent's account at DTC, under the procedure described in this prospectus under the heading "The Exchange Offers," on or before 12:00 a.m., New York City time, on the expiration date of the exchange offers.
Guaranteed Delivery Procedures	If you wish to tender your Initial Notes and your Initial Notes are not immediately available, or you cannot deliver your Initial Notes, the letter of transmittal or any other required documents, or you cannot comply with the procedures under DTC's Automated Tender Offer Program for transfer of book-entry interests prior to the expiration date, you must tender your Initial Notes according to the guaranteed delivery procedures set forth in this prospectus under "The Exchange Offers—Guaranteed Delivery Procedures."
United States Federal Income Tax Considerations	The exchange offers should not result in any income, gain or loss to the holders of Initial Notes or to us for United States federal income tax purposes. See "Material United States Federal Income Tax Considerations.

Use of Proceeds	We will not receive any proceeds from the issuance of the Exchange Notes.
Regulatory Approvals	Other than compliance with the Securities Act and qualification of the indenture governing the Initial Notes under the Trust Indenture Act of 1939, there are no federal or state regulatory requirements that must be complied with or approvals that must be obtained in connection with the exchange offers.
Exchange Agent	Regions Bank is serving as the exchange agent for the exchange offers.
Consequences of Not Exchanging Initial Notes	If you do not exchange your Initial Notes in the exchange offers, your Initial Notes will continue to be subject to the restrictions on transfer currently applicable to the Initial Notes. In general, you may offer or sell your Initial Notes only: • if they are registered under the Securities Act and applicable state securities laws; • if they are offered or sold under an exemption from registration under the Securities Act and applicable state securities laws; or • if they are offered or sold in a transaction not subject to the Securities Act and applicable state securities laws. We do not currently intend to register the Initial Notes under the Securities Act. Under some circumstances, however, including when holders who are not permitted to participate in the exchange offers or who may not freely resell Exchange Notes received in the exchange offers so request, we may be required to file, and to cause to become effective, a shelf registration statement covering resales of Initial Notes. For more information regarding the consequences of not tendering your Initial Notes and our obligation to file a shelf registration statement, see "The Exchange Offers—Consequences of Failure to Exchange" and "The Exchange Offers—Shelf Registration."

Description of Exchange Notes

The summary below describes the principal terms of the Exchange Notes. Certain of the terms and conditions described below are subject to important limitations and exceptions. The "Description of the Secured Exchange Notes" and "Description of the Unsecured Notes" sections of this prospectus contains a more detailed description of the terms and conditions of the Exchange Notes.

Issuer	The Exchange Notes will be issued by CHS/Community Health Systems, Inc.
Exchange Notes Offered	• $1,000,000,000 aggregate principal amount of 5.125% senior secured notes due 2021 registered under the Securities Act; and • $3,000,000,000 aggregate principal amount of 6.875% senior notes due 2022 registered under the Securities Act.
Maturity Dates	The Secured Exchange Notes will mature on August 1, 2021. The Unsecured Exchange Notes will mature on February 1, 2022.
Interest Payment Dates	The Issuer will pay interest semi-annually on February 1 and August 1 of each year for the Secured Exchange Notes. The first interest payment date on the Secured Exchange Notes will be February 1, 2015. The Issuer will pay interest semi-annually on February 1 and August 1 of each year for the Unsecured Exchange Notes. The first interest payment date on the Unsecured Exchange Notes will be February 1, 2015.
Guarantees	The Secured Exchange Notes will be, jointly and severally, unconditionally guaranteed on a first-priority senior secured basis by Holdings and certain of our current and future domestic subsidiaries (subject to a shared lien of equal priority with certain other obligations, including obligations under our 5.125% Senior Secured Notes due 2018 ("2018 Secured Notes") and credit agreement, originally dated as of July 25, 2007 (as amended and restated, the "Credit Facility") and subject to other prior ranking liens permitted by the indenture that governs the Secured Initial Notes and will govern the Secured Exchange Notes). The Unsecured Exchange Notes will be, jointly and severally, unconditionally guaranteed on a senior unsecured basis by Holdings and certain of our current and future domestic subsidiaries.
Ranking of the Exchange Notes	The Secured Exchange Notes and guarantees thereof will be the Issuer's and the guarantors' senior secured obligations. Accordingly, at such times, the Secured Exchange Notes will: • be guaranteed on a senior secured basis by the guarantors; • rank equal in right of payment to all of the Issuer's existing and future senior indebtedness that is not subordinated in right of payment to the Secured Exchange Notes (including indebtedness

under our Credit Facility, our 2018 Secured Notes, our 8.00% Senior Notes due 2019 (the "2019 Notes"), our 7.125% Senior Notes due 2020 (the "2020 Notes" and, together with the 2018 Secured Notes and the 2019 Notes, the "Existing Notes"), the Initial Notes and the Unsecured Exchange Notes);

- rank senior in right of payment to any of the Issuer's future indebtedness that is subordinated in right of payment to the Secured Exchange Notes;
- be effectively senior to all of the Issuer's existing and future unsecured indebtedness (including the 2019 Notes, the 2020 Notes, the Unsecured Initial Notes and the Unsecured Exchange Notes) to the extent of the value of the assets securing the Secured Exchange Notes (after giving effect to the sharing of such value with holders of equal or prior ranking liens);
- be effectively subordinated to any of the Issuer's existing and future indebtedness (including indebtedness under our Credit Facility which will be secured by certain pledges of subsidiary stock that will not be pledged to secure the Secured Exchange Notes) that is secured by assets that do not secure the Secured Exchange Notes to the extent of the value of such assets; and
- be structurally subordinated to all liabilities of the Issuer's subsidiaries that will not guarantee the Secured Exchange Notes.

The Unsecured Exchange Notes and guarantees thereof will be the Issuer's and the guarantors' senior unsecured obligations. Accordingly, at such times, the Unsecured Exchange Notes will:

- be guaranteed on a senior unsecured basis by the guarantors;
- be effectively subordinated to all of the Issuer's existing and future secured indebtedness (including indebtedness under our Credit Facility, the 2018 Secured Notes, the Secured Initial Notes and the Secured Exchange Notes) to the extent of the value of such assets;
- be structurally subordinated to all liabilities of the Issuer's subsidiaries that will not guarantee the Unsecured Exchange Notes;
- rank equal in right of payment to all of the Issuer's existing and future senior indebtedness that is not subordinated in right of payment to the Unsecured Exchange Notes (including indebtedness under our Credit Facility, our Existing Notes, the Initial Notes and the Secured Exchange Notes); and
- rank senior in right of payment to any of the Issuer's future indebtedness that is subordinated in right of payment to the Unsecured Exchange Notes.

	As of June 30, 2014, we had approximately $9.8 billion aggregate principal amount of senior secured indebtedness outstanding, and approximately $6.2 billion of senior unsecured indebtedness outstanding.
Ranking of the Guarantees	The guarantee of the Secured Exchange Notes by each guarantor will be a senior secured obligation of such guarantor and will: • rank equal in right of payment to all of such guarantor's existing and future senior indebtedness that is not subordinated in right of payment to such guarantee (including guarantees by such guarantor of our Credit Facility, our Existing Notes, the Initial Notes and the Unsecured Exchange Notes); • rank senior in right of payment to any of such guarantor's future indebtedness that is subordinated in right of payment to such guarantee; • be effectively senior to all of such guarantor's existing and future unsecured indebtedness (including guarantees by such guarantor of the 2019 Notes, the 2020 Notes, the Unsecured Initial Notes and the Unsecured Exchange Notes) to the extent of the value of the assets securing such guarantees (after giving effect to the sharing of such value with holders of equal or prior ranking liens); and • be effectively subordinated to any of such guarantor's existing and future indebtedness (including guarantees under our Credit Facility which will be secured by certain pledges of subsidiary stock that will not be pledged to secure the guarantee of the Secured Exchange Notes) that is secured by assets that do not secure such guarantee to the extent of the value of such assets. The guarantee of the Unsecured Exchange Notes by each guarantor will be a senior unsecured obligation of such guarantor and will: • be effectively subordinated to any of such guarantor's existing and future secured indebtedness (including guarantees by such guarantor of our Credit Facility, our 2018 Secured Notes, the Secured Initial Notes and the Secured Exchange Notes); • rank equal in right of payment to all of such guarantor's existing and future senior indebtedness that is not subordinated in right of payment to such guarantee (including guarantees by such guarantor of our Credit Facility, our Existing Notes, the Initial Notes and the Secured Exchange Notes); and • rank senior in right of payment to any of such guarantor's future indebtedness that is subordinated in right of payment to such guarantee.
Secured Exchange Notes Collateral	The Secured Exchange Notes and the guarantees thereof will be secured by a first-priority lien (subject to a shared lien of equal priority with certain other obligations, including obligations under our

	Credit Facility and 2018 Secured Notes, and subject to other prior ranking liens permitted by the indenture that governs the Secured Initial Notes and will govern the Secured Exchange Notes) on substantially the same assets that secure the obligations under the Credit Facility, subject to certain exceptions. See "Description of the Secured Exchange Notes—Collateral."
Intercreditor Agreement	The first lien intercreditor agreement will govern the relative rights of the secured parties in respect of the Credit Facility, the 2018 Secured Notes, the Secured Initial Notes and the Secured Exchange Notes. In accordance with the intercreditor agreement, the liens on assets securing the Credit Facility, the 2018 Secured Notes, the Secured Initial Notes and the Secured Exchange Notes will be of equal priority. See "Description of the Secured Exchange Notes—Pari Passu Intercreditor Arrangements."
Optional Redemption	At any time prior to February 1, 2017 we may redeem some or all of the Secured Exchange Notes, and at any time prior to February 1, 2018 we may redeem some or all of the Unsecured Exchange Notes, in each case at a redemption price equal to 100% of the principal amount of the applicable Exchange Notes to be redeemed plus accrued and unpaid interest and additional interest, if any, to the applicable redemption date plus the applicable "make-whole" premium set forth in this prospectus. We may redeem some or all of the Secured Exchange Notes at any time and from time to time on or after February 1, 2017, and some or all of the Unsecured Exchange Notes at any time and from time to time on or after February 1, 2018, in each case at the applicable redemption prices set forth in this prospectus plus accrued and unpaid interest and additional interest, if any, to the applicable redemption date. In addition, at any time prior to February 1, 2017, we may redeem up to 40% of the aggregate principal amount of the Secured Exchange Notes and up to 40% of the aggregate principal amount of the Unsecured Exchange Notes, in each case with the proceeds of certain equity offerings at the applicable redemption price set forth in this prospectus plus accrued and unpaid interest and additional interest, if any, to the applicable redemption date. See "Description of the Secured Exchange Notes—Optional Redemption" and "Description of the Unsecured Exchange Notes—Optional Redemption."
Change of Control	If a change of control occurs, each holder of Exchange Notes will have the right to require us to purchase all or a portion of its Exchange Notes at 101% of the principal amount of the Exchange Notes on the date of purchase plus any accrued and unpaid interest and additional interest, if any, to the date of repurchase. See "Description of the Secured Exchange Notes—Change of Control" and "Description of the Unsecured Exchange Notes—Change of Control."

Certain Covenants	The indenture that will govern the Secured Exchange Notes and the indenture that will govern the Unsecured Exchange Notes contains covenants that, among other things, limit our ability and the ability of our restricted subsidiaries to: • incur or guarantee additional indebtedness; • pay dividends or make other restricted payments; • make certain investments; • create or incur certain liens; • sell assets and subsidiary stock; • transfer all or substantially all of our assets or enter into merger or consolidation transactions; and • enter into transactions with our affiliates. However, these limitations are subject to a number of important qualifications and exceptions. See "Description of the Secured Exchange Notes—Certain Covenants" and "Description of the Unsecured Exchange Notes—Certain Covenants."
No Established Trading Market	The Exchange Notes are new issues of securities with no established trading market. We do not intend to apply for the Exchange Notes to be listed on any securities exchange or included in any automated quotation system. We cannot assure you that a liquid market for the Exchange Notes will develop or be maintained.
Use of Proceeds	We will not receive any proceeds from the issuance of the Exchange Notes.
Risk Factors	See "Risk Factors" and other information in this prospectus for a discussion of factors you should carefully consider before deciding to participate in the exchange offers.

Consolidated Ratio of Earnings to Fixed Charges

The following table sets forth our historical consolidated ratios of earnings to fixed charges on a consolidated basis for the periods indicated. You should read these ratios of earnings to fixed charges in connection with our consolidated financial statements, including the notes to those statements, incorporated by reference in this prospectus.

	Year Ended December 31,					Six Months Ended June 30,	
	2009	2010	2011	2012	2013	2013	2014
Consolidated ratio of earnings to fixed charges(1)	1.61x	1.70x	1.63x	1.69x	1.51x	1.53x	*

(1) For purposes of determining the ratio of earnings to fixed charges, earnings are defined as earnings (loss) from continuing operations before income taxes, plus fixed charges. Fixed charges consist of interest expense on all indebtedness, amortization of debt discount, amortization of deferred financing costs and an interest factor attributable to operating leases.

* For the six months ended June 30, 2014, earnings were insufficient to cover fixed charges by approximately $37 million.

RISK FACTORS

You should carefully consider the risks described below and the risk factors incorporated by reference herein, as well as the other information included or incorporated by reference in this prospectus, including the financial statements and related notes incorporated by reference into this prospectus, before deciding to exchange your Initial Notes for Exchange Notes pursuant to the exchange offers. Certain risks related to us and our business are outlined in "Item 1A. Risk Factors" and elsewhere in our Annual Report on Form 10-K for the fiscal year ended December 31, 2013, which is incorporated by reference in this prospectus (and in any of our reports that we file with the SEC and that are so incorporated). See the sections titled "Where You Can Find Additional Information" and "Incorporation by Reference of Certain Documents" for information about how to obtain copies of these documents. If any of these risks actually occur, our business, financial condition, operating results, or cash flow could be materially and adversely affected. Additional risks or uncertainties not presently known to us, or that we currently deem immaterial, also may impair our business operations. We cannot assure you that any of these events will not occur and if such events do occur, the value of the Exchange Notes could decline substantially.

Risks Related to the Exchange Offers.

There may be adverse consequences if you do not exchange your Initial Notes.

If you do not exchange your Initial Notes for Exchange Notes in the exchange offers, you will continue to be subject to restrictions on transfer of your Initial Notes. In general, the Initial Notes may not be offered or sold unless they are registered or exempt from registration under the Securities Act and applicable state securities laws. Except as required by the Registration Rights Agreements, we do not intend to register resales of the Initial Notes under the Securities Act. You should refer to the section titled "The Exchange Offers" for information about how to tender your Initial Notes.

The tender of Initial Notes under the exchange offers will reduce the outstanding amount of the Initial Notes, which may have an adverse effect upon, and increase the volatility of, the market prices of the Initial Notes due to a reduction in liquidity.

Certain persons who participate in the exchange offers must deliver a prospectus in connection with resales of the Exchange Notes.

Based on interpretations of the staff of the SEC contained in *Exxon Capital Holdings Corp.*, SEC no-action letter (April 13, 1988), *Morgan Stanley & Co. Inc.*, SEC no-action letter (June 5, 1991) and *Shearman & Sterling*, SEC no-action letter (July 2, 1983), we believe that you may offer for resale, resell or otherwise transfer the Exchange Notes without compliance with the registration and prospectus delivery requirements of the Securities Act. However, in some instances described in this prospectus under "Plan of Distribution," certain holders of Exchange Notes will remain obligated to comply with the registration and prospectus delivery requirements of the Securities Act to transfer the Exchange Notes. If such a holder transfers any Exchange Notes without delivering a prospectus meeting the requirements of the Securities Act or without an applicable exemption from registration under the Securities Act, such a holder may incur liability under the Securities Act. We do not and will not assume, or indemnify such a holder against, this liability.

If you wish to tender your Initial Notes for exchange, you must comply with the requirements described in this prospectus.

You will receive Exchange Notes in exchange for Initial Notes only after the exchange agent receives such Initial Notes and all other required documentation within the time limits described in this prospectus. If you wish to tender your Initial Notes in exchange for Exchange Notes, you should allow sufficient time for delivery. Neither the exchange agent nor the Issuer has any duty to give you notice of defects or irregularities with respect to tenders of Initial Notes for exchange. Initial Notes that are not tendered or are tendered but not accepted will, following consummation of the exchange offers, continue to be subject to the existing restrictions upon transfer relating to the Initial Notes.

The consummation of the exchange offers may not occur.

We are not obligated to complete the exchange offers under certain circumstances. See "The Exchange Offers—Conditions to the Exchange Offers." Even if the exchange offers are completed, they may not be completed on the schedule described in this prospectus. Accordingly, holders participating in the exchange offers may have to wait longer than expected to receive their Exchange Notes. You may be required to deliver prospectuses and comply with other requirements in connection with any resale of the Exchange Notes.

Risks Related to the Exchange Notes and our Indebtedness.

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

We have a significant amount of indebtedness. As of June 30, 2014, we had approximately $9.8 billion aggregate principal amount of senior secured indebtedness outstanding, and approximately $6.2 billion of senior unsecured indebtedness outstanding. See "Description of Other Indebtedness."

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

- it may limit our ability to obtain additional debt or equity financing for working capital, capital expenditures, debt service requirements, acquisitions and general corporate or other purposes;
- a substantial portion of our cash flows from operations will be dedicated to the payment of principal and interest on our indebtedness and will not be available for other purposes, including our operations, capital expenditures, and future business opportunities;
- the debt service requirements of our indebtedness could make it more difficult for us to satisfy our financial obligations;
- some of our borrowings, including borrowings under our Credit Facility, accrue interest at variable rates, exposing us to the risk of increased interest rates;
- it may limit our ability to adjust to changing market conditions and place us at a competitive disadvantage compared to our competitors that have less debt; and
- we may be vulnerable in a downturn in general economic conditions or in our business, or we may be unable to carry out capital spending that is important to our growth.

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

Our ability to make scheduled payments on or to refinance our indebtedness depends on our financial and operating performance, which is subject to prevailing economic and competitive conditions and to financial, business and other factors beyond our control. We cannot assure you that we will maintain a level of cash flows from operating activities sufficient to permit us to pay the principal, premium, if any, and interest on our indebtedness. See "Forward-Looking Statements." See also "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources" included in our Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2014, which is incorporated by reference in this prospectus.

If our cash flows and capital resources are insufficient to fund our debt service obligations, we may be forced to reduce or delay capital expenditures, including those required for operating our existing hospitals, for integrating our historical acquisitions or for future acquisitions. We also may be forced to sell assets or operations, seek additional capital or restructure or refinance our indebtedness, including the Exchange Notes.

We cannot assure you that we would be able to take any of these actions, that these actions would be successful and permit us to meet our scheduled debt service obligations or that these actions would be permitted under the terms of our existing or future debt agreements, including our Credit Facility, the indentures that govern our 2018 Secured Notes, 2019 Notes and 2020 Notes (the "Existing Notes Indentures") and the indentures that govern the Initial Notes and will govern the Exchange Notes. For example, our Credit Facility, the Existing Notes Indentures and the indentures that govern the Initial Notes and will govern the Exchange Notes restrict our ability to dispose of assets and use the proceeds from any dispositions. We may not be able to consummate those dispositions and any proceeds we receive may not be adequate to meet any debt service obligations then due. See "Description of Certain Indebtedness," "Description of the Secured Exchange Notes" and "Description of the Unsecured Exchange Notes."

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

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

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

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

The Credit Facility, the Existing Notes Indentures and/or the indentures that govern the Initial Notes and will govern the Exchange Notes contain various covenants that limit our ability and/or our restricted subsidiaries' ability to:

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

In addition, our Credit Facility contains other restrictive covenants and requires us to maintain specified financial ratios. Our ability to meet those financial ratios can be affected by events beyond our control, and we cannot assure you that we will meet those tests. A breach of any of these covenants could result in a default under our Credit Facility, the Existing Notes Indentures and/or the indentures that govern the Initial Notes and will govern the Exchange Notes. Upon the occurrence of an event of default under our Credit Facility, the Existing Notes Indentures and/or the indentures that govern the Initial Notes and will govern the Exchange Notes, all amounts outstanding under our Credit Facility, the Existing Notes, the Initial Notes and/or the Exchange Notes could be declared to be immediately due and payable and the lenders under the Credit Facility could terminate all commitments to extend further credit. If we were unable to repay those amounts, the lenders under our Credit Facility could proceed against the collateral granted to them to secure that indebtedness, the 2018 Secured Notes, the Secured Initial Notes and the Secured Exchange Notes. We have a significant amount of indebtedness outstanding under the Credit Facility. If the lenders under our Credit Facility accelerate the repayment of borrowings, we cannot assure you that we will have sufficient assets to repay our Credit Facility, the 2018 Secured Notes and our other indebtedness secured thereby, including the Secured Initial Notes and the Secured Exchange Notes. If the proceeds of the collateral are not sufficient to repay all indebtedness secured by such assets, the holders of the Secured Initial Notes, the Secured Exchange Notes, the 2018 Secured Notes and the lenders under our Credit Facility (to the extent not repaid from the proceeds of the sale of such assets) would have only a senior unsecured, unsubordinated claim against any remaining assets, equal in right of payment with all other unsecured liabilities, including the Unsecured Initial Notes, the Unsecured Exchange Notes, the 2019 Notes, the 2020 Notes and trade payables.

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

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

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

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

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

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

For the six months ended June 30, 2014, our non-guarantor subsidiaries accounted for (i) approximately $3.4 billion, or 37.8%, of our total net operating revenue, (ii) approximately $(143) million of our net cash (used in) provided by operating activities; (iii) approximately $18.7 billion, or 68.5%, of our total assets, and (iv) approximately $17.1 billion, or 75.3%, of our total liabilities.

The ability to receive payments on the Unsecured Exchange Notes is effectively subordinated to the holders of our secured indebtedness to the extent of the value of our assets securing such indebtedness.

Our obligations under the Unsecured Exchange Notes will be unsecured, but our obligations under the Credit Facility, the 2018 Secured Notes, the Secured Initial Notes and the Secured Exchange Notes have been or will be secured by a security interest in substantially all of the assets of the Issuer and the guarantors. The Issuer is the primary obligor under the Credit Facility, the 2018 Secured Notes, the Secured Initial Notes and the Secured Exchange Notes, and Holdings and certain of its existing and future domestic subsidiaries have or will guarantee the obligations under the Credit Facility, the 2018 Secured Notes, the Secured Initial Notes and the Secured Exchange Notes on a senior secured basis. If we are declared bankrupt or insolvent, or if we default under the Credit Facility, the 2018 Secured Notes, the Secured Initial Notes or the Secured Exchange Notes, the lenders or holders thereunder could declare the entire amount owing thereunder, together with accrued and unpaid interest, immediately due and payable. If we are unable to repay such indebtedness, the lenders or holders could foreclose on the assets securing our applicable secured indebtedness to the exclusion of holders of the Unsecured Exchange Notes, even if an event of default exists under the indenture that governs the Unsecured Initial Notes and will govern the Unsecured Exchange Notes at such time. In such event, because the Unsecured Exchange Notes will not be secured by any of our assets, it is possible that there would be no assets remaining from which claims of the holders of Unsecured Exchange Notes could be satisfied or, if any assets remained, they might be insufficient to satisfy such claims fully.

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

Upon the occurrence of a "change of control," as defined in the indentures that govern the Initial Notes and will govern the Exchange Notes, the holders of the Exchange Notes will be entitled to require us to repurchase the outstanding Exchange Notes at a purchase price equal to 101% of the principal amount of the Exchange Notes plus accrued and unpaid interest to the date of repurchase. Failure to make this repurchase with respect to any series of Exchange Notes would result in a default under the applicable indenture. Also, our Credit Facility may effectively prevent the purchase of the Exchange Notes by us if a change of control occurs and the lenders thereunder do not consent to our purchase of the Exchange Notes, unless all amounts outstanding under the Credit Facility are repaid in full. Our failure to purchase or give a notice of purchase with respect to any series of Exchange Notes would be a default under the applicable indenture, which would in turn be a default under the Credit Facility. In addition, a change of control may constitute an event of default under the Credit Facility. A default under the Credit Facility would result in a default under the indentures that govern the Initial Notes and will govern the Exchange Notes and the Existing Notes Indentures if the lenders accelerate the debt under the Credit Facility. The Existing Notes Indentures contain, and any future credit agreements or other agreements to which we become a party may contain, similar restrictions and provisions. The exercise by holders of the Exchange Notes of their right to require us to repurchase the Exchange Notes could cause a default under our other debt agreements due to the financial effect of these repurchases on us, even if the change of control itself does not cause a default under the applicable indenture.

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

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

Subsidiary guarantors will be automatically released from their guarantees of the Exchange Notes in a variety of circumstances without action by, or consent of, any holder of the Exchange Notes.

While any obligations under the Credit Facility remain outstanding, any subsidiary guarantor of the Exchange Notes may be released without action by, or consent of, any holder of the Exchange Notes or the trustee under the applicable indenture, if any subsidiary guarantor is no longer a guarantor of obligations under the Credit Facility, subject to certain exceptions. See "Description of the Secured Exchange Notes" and "Description of the Unsecured Exchange Notes." Upon the closing of any asset sale permitted under the Credit Facility consisting of the sale of all of the equity interests, or all or substantially all of the assets, of any subsidiary guarantor, the obligations of such subsidiary guarantor under the Credit Facility will be automatically discharged and released. In addition, if any shares of a subsidiary guarantor are subject to certain permitted interest transfers under the Credit Facility, including transfers of such shares in connection with permitted joint ventures or permitted syndication transactions under the Credit Facility, the obligations of such subsidiary guarantor under the Credit Facility will be automatically discharged and released. The lenders under our Credit Facility will have the discretion to release the guarantees under our Credit Facility in a variety of other circumstances.

The indentures that govern the Initial Notes and will govern the Exchange Notes also permit subsidiary guarantors to be released from their guarantees of the Exchange Notes without action by, or consent of, any holder of the Exchange Notes if, among other things, such notes achieve an "investment grade status" as described under "Description of the Secured Exchange Notes—Certain Covenants-Suspension of Covenants and Release of Collateral and Guarantees on Achievement of Investment Grade Status" and "Description of the Unsecured Exchange Notes—Certain Covenants-Suspension of Covenants and Release of Guarantees on Achievement of Investment Grade Status," as applicable. You will not have a claim as a creditor against any subsidiary that is no longer a guarantor of the Exchange Notes, and the indebtedness and other liabilities, including trade payables, whether secured or unsecured, of those subsidiaries will effectively be senior to claims of noteholders.

Federal and state statutes allow courts, under specific circumstances, to void the Exchange Notes, guarantees or, in the case of the Secured Exchange Notes, security interests and courts could require noteholders to return payments received from us or the guarantors.

Under the terms of the indentures that govern the Initial Notes and will govern the Exchange Notes, the Exchange Notes will be guaranteed by Holdings and certain of our subsidiaries and the Secured Exchange Notes will be secured by a lien on certain of our and their assets in favor of the collateral agent. If we, Holdings or one of the subsidiaries that is a guarantor of the Exchange Notes becomes the subject of a bankruptcy case or a lawsuit filed by unpaid creditors of us or any such guarantor, the guarantees entered into by these guarantors or the grant of the security interests in favor of the Secured Exchange Notes may be reviewed under the federal bankruptcy law and comparable provisions of state fraudulent transfer laws. Under these laws, a guarantee and/or a security interest could be voided, or claims in respect of a guarantee and/or a security interest could be subordinated to other obligations of a guarantor if, among other things, the guarantor, at the time it incurred the guarantee or granted the security interest:

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

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

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

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

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

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

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

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

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

We may incur substantial additional indebtedness in the future. The terms of the indentures that govern the Initial Notes and will govern the Exchange Notes and the Existing Notes Indentures do not fully prohibit us from doing so. For example, under the indentures that govern the Initial Notes and will govern the Exchange Notes, we may incur under certain baskets to the debt and lien covenants up to approximately $9.375 billion of secured indebtedness pursuant to credit facilities, indentures and qualified receivables transactions. Additional baskets under these covenants permit the incurrence of significantly more secured indebtedness. Our Credit Facility as well as a separate receivables facility (see "Description of Other Indebtedness") provide for commitments and borrowings of up to approximately $9.0 billion in the aggregate. Our Credit Facility also gives us the ability to provide for one or more additional tranches of term loans in the aggregate principal amount of up to the greater of (x) $1.5 billion and (y) an amount such that our senior secured net leverage ratio would not exceed 4.0:1.0 without the consent of the existing lenders if specified criteria are satisfied. If new debt is added to our current debt levels, the related risks that we now face could be further exacerbated.

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

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

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

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

Risks Related to Collateral Arrangements on the Secured Exchange Notes

We are relying on our existing collateral agreement for the Credit Facility to grant the holders of the Secured Exchange Notes a security interest in our assets and the assets of the guarantors on a pari passu basis with the lenders under the Credit Facility and holders of the 2018 Secured Notes and the Secured Initial Notes. If our existing collateral agreement is found to not properly extend to the obligations of the Issuer and the guarantors under the Secured Exchange Notes and the guarantees in respect thereof, or if there are any defects or omissions under our existing collateral agreement, the holders of the Secured Exchange Notes may not have a valid and perfected security interest in the collateral.

The holders of the Secured Exchange Notes will be designated as secured parties under our existing collateral agreement for the Credit Facility and our obligations and the obligations of the guarantors in respect thereof are expected to be secured on a pari passu basis with the obligations under the Credit Facility and obligations in respect of our 2018 Secured Notes and the Secured Initial Notes. There is no assurance, however, that creditors or other claimants will not attempt to invalidate the security interests in favor of the Secured Exchange Notes. Accordingly, if for any reason the existing grant of security interest is found not to properly extend to the obligations under the Secured Exchange Notes, the holders of the Secured Exchange Notes will not have a valid security interest in the collateral and will have only an unsecured claim against the Issuer and the guarantors.

In addition, a security interest in certain tangible and intangible assets can only be properly perfected, and the priority of such security interest may only be retained, under applicable law through certain actions taken by the secured party. We have made no verification in connection with the original offering of the Secured Initial Notes or this offering of the Secured Exchange Notes as to whether the lenders under the Credit Facility have a properly perfected security interest in all the assets of the Issuer and the guarantors intended to constitute collateral under the collateral agreement and there can be no assurance that the lenders under the Credit Facility or the collateral agent have taken all such necessary actions to perfect, and retain the priority of, the existing security interest. If the collateral agent did not take appropriate steps to perfect the existing security interest or it is determined that the liens of the holders of the Secured Exchange Notes do not have the same priority in respect of the collateral as the lenders under the Credit Facility and/or the holders of the 2018 Secured Notes or the Secured Initial Notes, the holders of the Secured Exchange Notes would have a junior claim to any intervening lien perfected prior to the priority date applicable to the Secured Exchange Notes. Any such intervening lien could secure a significant amount of indebtedness, could compete with our security interests in the collateral in favor of the Secured Exchange Notes and could have an adverse effect on the ability of the collateral agent to realize or foreclose upon the collateral. There may be other exceptions, defects, encumbrances and imperfections in the security interest in respect of the Credit Facility. Upon the completion of this offering, the security interests in respect of the Secured Exchange Notes will be generally subject to the exceptions, defects, encumbrances and imperfections that exist in respect of the liens under the Credit Facility. These exceptions, defects, encumbrances and imperfections, and any others that may exist, could adversely affect the value realizable on the collateral securing the Secured Exchange Notes as well as the ability of the collateral agent to realize or foreclose on such collateral for the benefit of the holders of the Secured Exchange Notes.

Holders of the Secured Exchange Notes will not control certain decisions regarding collateral.

The trustee for the holders of the Secured Exchange Notes will execute a joinder to our existing first lien intercreditor agreement (the "Intercreditor Agreement") with the collateral agent, the administrative agent for the lenders and other secured parties under the Credit Facility. The Intercreditor Agreement provides, among other things, that prior to the earlier of (i) the discharge of the obligations in respect of the Credit Facility and (ii) the date that the authorized representative of holders of the largest outstanding principal amount of indebtedness (other than the Credit Facility) secured by a first priority lien on the collateral becomes the applicable authorized representative under the terms of the Intercreditor Agreement, the administrative agent for the lenders under the Credit Facility, as the applicable authorized representative, will have the authority to direct the collateral agent and control substantially all matters related to the collateral that secures the Credit Facility, the 2018 Secured Notes, the Secured Initial Notes and the Secured Exchange Notes. The administrative agent and the lenders under the Credit Facility may direct the collateral agent to foreclose on, or take other actions with respect to, such collateral in a manner that is not in the interest of the holders of the Secured Exchange Notes. In addition, the Intercreditor Agreement provides that to the extent any collateral securing our obligations under the Credit Facility is released to satisfy the lien on claims in connection with such foreclosure, the liens on such collateral securing the Secured Exchange Notes will also automatically be released without any further action. The holders of the Secured Exchange Notes also waive certain of their rights relating to such collateral in connection with bankruptcy or insolvency proceeding involving the Issuer or any guarantor. The Intercreditor Agreement provides that the holders of the Secured Exchange Notes may not take any actions to direct foreclosures or take other remedial actions following an event of default under the Credit Facility or the Secured Exchange Notes for at least 90 days and an indefinite period if the collateral agent or applicable authorized representative takes action to direct foreclosures or other actions following such event of default or if an insolvency proceeding is pending. See "Description of Secured Exchange Notes—Pari Passu Intercreditor Arrangements."

After the discharge of the obligations with respect to the Credit Facility, whether on enforcement or repayment, or if the authorized representative of the Credit Facility lenders fails to take adequate action following an event of default, at which time the parties to the Credit Facility will no longer have the right to direct the actions of the collateral agent with respect to the collateral pursuant to the Intercreditor Agreement, that right passes to the authorized representative of holders of the next largest outstanding principal amount of indebtedness secured by a first priority lien on the collateral. If at that time we have an outstanding series of first lien indebtedness with a principal amount greater than the outstanding principal amount of the Secured Exchange Notes, then the authorized representative for such series of first lien indebtedness would be next in line to direct the collateral agent to exercise rights under the Intercreditor Agreement, rather than the trustee for the Secured Exchange Notes. In addition, subject to certain conditions, the security documents applicable to the Secured Exchange Notes generally allow us and our subsidiaries to remain in possession of, retain exclusive control over, freely operate and collect, invest and dispose of any income from the collateral. This may impact the type and quality of the security interest granted in respect of the collateral.

There are circumstances other than the repayment in full, discharge or defeasance of the Secured Exchange Notes under which the collateral securing the Secured Exchange Notes will be automatically released without consent of the trustee or the holders of the Secured Exchange Notes.

Under various circumstances, collateral securing the Secured Exchange Notes will be released automatically, including:

- upon a disposition of such collateral in a transaction not prohibited under the indenture that governs the Secured Initial Notes and will govern the Secured Exchange Notes;
- with respect to collateral owned by a subsidiary guarantor, upon the release of such guarantor from its guarantee;
- with respect to any particular item of collateral, upon release by the collateral agent of the liens on such item of collateral securing the Credit Facility and the substantially concurrent release of the liens on such item securing any other first lien obligations (other than the Secured Exchange Notes), unless the

outstanding principal amount of the Secured Exchange Notes exceeds the amount outstanding and committed under the Credit Facility;

- if such property or other asset is or becomes an excluded asset pursuant to the collateral documents; or
- if the Secured Exchange Notes achieve an "investment grade status" as described under "Description of the Secured Exchange Notes—Certain Covenants—Suspension of Covenants and Release of Collateral and Guarantees on Achievement of Investment Grade Status."

The indenture that governs the Secured Initial Notes and will govern the Secured Exchange Notes permits us to designate one or more of our restricted subsidiaries that is a guarantor as an unrestricted subsidiary. If we designate a subsidiary guarantor as an unrestricted subsidiary for purposes of such indenture, all of the liens on any collateral owned by such subsidiary or any of its subsidiaries and any guarantees of the Secured Exchange Notes by such subsidiary or any of its subsidiaries, will be released under such indenture, but not necessarily under our Credit Facility or under the indenture governing our 2018 Secured Notes. Designation of an unrestricted subsidiary will reduce the aggregate value of the collateral securing the Secured Exchange Notes to the extent that liens on the assets of the unrestricted subsidiary and its subsidiaries are released. Any of these events will reduce the aggregate value of the collateral securing the Secured Exchange Notes.

The collateral may not be valuable enough to satisfy all the obligations secured by such collateral and, in certain circumstances, can be released without the consent of the trustee or the holders of the Secured Exchange Notes.

The Secured Exchange Notes and guarantees in respect thereof will be secured by a substantial portion of the property and assets of the Issuer and the guarantors, including stock of certain of their subsidiaries, subject to certain limitations, but no appraisal of the value of the collateral was made in connection with the original offering of the Secured Initial Notes or has been made in connection with this offering, and there is no assurance that the value of the collateral is equal to our obligations with respect to the Secured Exchange Notes and our other secured indebtedness (including the 2018 Secured Notes and the Credit Facility). In addition, the fair market value of the collateral is subject to fluctuations based on factors that include, among others, general economic conditions and similar factors. The amount to be received upon a sale of the collateral would be dependent on numerous factors, including, but not limited to, the actual fair market value of the collateral at such time, the timing and the manner of the sale and the availability of buyers. A significant portion of the collateral is illiquid and may have no readily ascertainable market value or market. Likewise, there can be no assurances that the collateral will be saleable or, if saleable, that there will not be substantial delays in its liquidation. Accordingly, in the event of a foreclosure, liquidation, bankruptcy or similar proceeding, the collateral may not be sold in a timely or orderly manner, and the proceeds from any sale or liquidation of the collateral may not be sufficient to satisfy the Issuer's and the guarantors' obligations under the Secured Exchange Notes, the guarantees in respect thereof, the 2018 Secured Notes, the Credit Facility and any other debt that is secured by the collateral. See "Description of the Secured Exchange Notes—Collateral."

To the extent that liens securing obligations under the Credit Facility, liens permitted under the indenture that governs the 2018 Secured Notes or liens permitted under the indenture that governs the Secured Initial Notes and will govern the Secured Exchange Notes and other rights granted to other parties encumber any of the collateral securing the Secured Exchange Notes and the guarantees in respect thereof, those parties will have, and may exercise, rights and remedies with respect to the collateral that could adversely affect the value of the collateral and the ability of the collateral agent or the holders of the Secured Exchange Notes to realize or foreclose on the collateral.

The Secured Exchange Notes and the related guarantees are expected to be secured, subject to permitted liens, by a lien on the collateral that secures our Credit Facility, the 2018 Secured Notes and the Secured Initial Notes on a pari passu basis and are expected to share equally in right of payment to the extent of the value of such shared collateral, subject to certain exceptions. The indenture that governs the Secured Initial Notes and that

will govern the Secured Exchange Notes permits us to incur additional indebtedness secured by a lien that ranks pari passu with the Secured Exchange Notes. Any such indebtedness may further limit the recovery from the realization of the value of such collateral available to satisfy holders of the Secured Exchange Notes.

In the event of a bankruptcy of the Issuer or any of the guarantors, holders of the Secured Exchange Notes may be deemed to have an unsecured claim to the extent that obligations in respect of the Secured Exchange Notes exceed the fair market value of the collateral securing the Secured Exchange Notes.

In any bankruptcy case under Title 11 of the United States Code, as amended (the "Bankruptcy Code"), with respect to either the Issuer or any of the guarantors, it is possible that the bankruptcy trustee, the debtor-in-possession or competing creditors will assert that the value of the collateral with respect to the Secured Exchange Notes on the date of such valuation is less than the then-current principal amount of the Secured Exchange Notes and all other obligations with equal and ratable security interests in the collateral (including the Credit Facility and the 2018 Secured Notes). Upon a finding by the bankruptcy court that the Secured Exchange Notes are under-collateralized, the claims in the bankruptcy case with respect to the Secured Exchange Notes and the other first lien obligations would be bifurcated between a secured claim and an unsecured claim, and the unsecured claim would not be entitled to the benefits of security in the collateral. Other consequences of a finding of under-collateralization would be, among other things, a lack of entitlement on the part of the Secured Exchange Notes to receive post-petition interest and a lack of entitlement on the part of the unsecured portion of the Exchange Notes to receive "adequate protection" under the Bankruptcy Code. In addition, if any payments of post-petition interest had been made prior to the time of such a finding of under-collateralization, those payments could be recharacterized by the bankruptcy court as a reduction of the principal amount of the secured claim with respect to the Secured Exchange Notes.

The amended or amended and restated mortgages on our real property and the mortgages on the real property that belonged to HMA prior to the HMA merger have not been recorded and are not expected to be recorded at the time of the issuance of the Secured Exchange Notes. As a result, the liens granted by such amended and restated mortgages in respect of the Secured Exchange Notes could be subject to the liens of intervening creditors or set aside in any bankruptcy or insolvency proceeding.

We intend to amend and amend and restate our existing real property mortgages that secure our Credit Facility and the 2018 Secured Notes to also secure the Secured Exchange Notes and the guarantees in respect thereof. In addition, we intend to enter into mortgages in respect of the real property that was held by HMA or its subsidiaries prior to the HMA merger for the benefit of our secured indebtedness (including our Credit Facility, our 2018 Secured Notes and our Secured Exchange Notes). These mortgages constitute a significant portion of the value of the collateral and until the recordation of the mortgages (including amendments or restatements of existing mortgages), the holders of the Secured Exchange Notes will not have the benefit of such collateral. The indenture that governs the Secured Initial Notes and that will govern the Secured Exchange Notes requires us to record the amendments or restatements of existing mortgages within 270 days of the issuance of the Secured Initial Notes (or such longer period as the collateral agent may agree in its sole discretion, such period, the "Post-Closing Period") and the new mortgages with respect to the real property formerly owned by HMA within the Post-Closing Period. Following the issuance of the Secured Initial Notes, the collateral agent and the Issuer agreed to extend the Post-Closing Period to December 31, 2014.

Delivery and recordation of such mortgages after the issue date of the Secured Exchange Notes increases the risk that the liens granted by those mortgages in respect of the Secured Exchange Notes and the related guarantees, or the Secured Exchange Notes and the guarantees in respect thereof, as the case may be, could be avoided in any bankruptcy or insolvency proceedings or become subject to the liens of intervening creditors. In addition, the lenders under the Credit Facility and the holders of the 2018 Secured Notes will, until the existing mortgages are amended or amended and restated, by virtue of the existing mortgage on the real property held by us, have a substantially more valuable security interest than the holders of the Secured Exchange Notes.

New title insurance policies and surveys have not been obtained for any real property.

New title insurance policies and surveys have not been obtained in connection with the real property mortgages that will secure the Secured Exchange Notes. We have agreed to deliver modification and date down endorsements to the existing title insurance policies in conjunction with delivery of the amended and restated mortgages unless such date downs are not available, in which case we will obtain new title insurance policies. We also intend to obtain new title policies in respect of the real property formerly owned by HMA. Until date down endorsements or new title insurance policies, as applicable, are obtained, there can be no assurance that there does not exist a mechanics' lien or other lien encumbering one or more of our real properties that is senior to the lien (or a portion of the lien) created by any such amended and restated mortgage (including any amendment or restatement thereof). The existence of such liens could adversely affect the value of the real property securing the Secured Exchange Notes as well as the ability of the collateral agent to realize or foreclose on such real property.

Rights of holders of the Secured Exchange Notes in the collateral may be adversely affected by the failure to perfect security interests in the after-acquired collateral.

Applicable law requires that a security interest in certain tangible and intangible assets can only be properly perfected and the priority of such security interest may only be retained through certain actions taken by the secured party. Our obligation to perfect the security interest for the benefit of the holders of the Secured Exchange Notes in specified collateral is limited. The collateral agent has no duty to monitor, and there can be no assurance that we will inform the collateral agent of, the future acquisition of property that is of a type constituting collateral. Accordingly, there can be no assurance that the actions required to properly perfect a security interest in any such after-acquired property will be taken. None of the administrative agent under the Credit Facility or the trustee of the 2018 Secured Notes and the Secured Exchange Notes has any obligation to monitor the future acquisition of additional assets or rights that constitute collateral or the perfection of any security interest. Any failure to monitor may result in the loss of the security interest in the collateral or the priority of the security interest in favor of the Secured Exchange Notes against third parties.

The collateral is subject to casualty risk.

Even if we maintain insurance, there are certain losses with respect to the collateral that may be either uninsurable or not economically insurable, in whole or part. Insurance proceeds may not compensate us fully for our losses. If there is a complete or partial loss of any collateral, the insurance proceeds may not be sufficient to satisfy all of our obligations, including with respect to the Secured Exchange Notes and the guarantees in respect thereof.

The securities of our subsidiaries that would otherwise be pledged to secure the Secured Exchange Notes, subject to certain exceptions, will not be included in the collateral to the extent and for so long as that pledge would require the filing of separate financial statements with the SEC for that subsidiary. As a result, the Secured Exchange Notes may be secured by less collateral than the Credit Facility and certain of our other first lien obligations.

The Secured Exchange Notes will be secured by a pledge of the stock, other equity interests and other securities of certain of our subsidiaries held by the Issuer or the guarantors. Under SEC regulations, if the par value, book value as carried by us or market value, whichever is greatest, of the stock, equity interests or other securities of a subsidiary pledged as part of the collateral is greater than or equal to 20% of the aggregate principal amount of the Secured Exchange Notes then outstanding, such a subsidiary would, subsequent to the time of any registration of the Secured Exchange Notes under the Securities Act, be required to provide separate financial statements to the SEC. Any stock, equity interests and other securities of any of our subsidiaries will be excluded from the collateral for so long as the pledge of such stock, equity interests or other securities to secure the Secured Exchange Notes would cause such subsidiary to be required to file separate financial statements with the SEC pursuant to Rule 3-16 of Regulation S-X under the Securities Act or another similar rule. As a result,

holders of the Secured Exchange Notes could lose a significant portion of their security interest in the stock, equity interests or other securities of those subsidiaries whose stock or other securities would otherwise be pledged following the time of registration. In addition, the list of our subsidiaries whose pledged stock or other securities is limited by the provision related to Rule 3-16 of Regulation S-X noted above may change as the applicable value of such pledged stock or other securities or the outstanding principal amount of the Secured Exchange Notes changes. The lenders under the Credit Facility are not subject to such limitation and thus may have more valuable security interests and different interests as a result thereof. See "Description of the Secured Exchange Notes-Limitation on Collateral Consisting of Subsidiary Securities."

Bankruptcy laws may limit the ability of holders of the Secured Exchange Notes to realize value from the collateral.

The right of the collateral agent to repossess and dispose of the collateral upon the occurrence of an event of default under the indenture that governs the Secured Initial Notes and will govern the Secured Exchange Notes is likely to be significantly impaired by applicable bankruptcy law if a bankruptcy case were to be commenced by or against the Issuer or any of the guarantors before the collateral agent repossessed and disposed of the collateral. For example, under the Bankruptcy Code, pursuant to the automatic stay imposed upon the bankruptcy filing, a secured creditor is prohibited from repossessing its collateral from a debtor in a bankruptcy case, or from disposing of collateral repossessed from such debtor, or from taking other actions to levy against a debtor, without bankruptcy court approval after notice and a hearing. Moreover, the Bankruptcy Code permits the debtor to continue to retain and to use collateral even though the debtor is in default under the applicable debt instruments, provided that the secured creditor is given "adequate protection." The meaning of the term "adequate protection" is undefined in the Bankruptcy Code and may vary according to circumstances (and is within the discretion of the bankruptcy court), but it is intended in general to protect the secured creditor's interest in the collateral from diminishing in value during the pendency of the bankruptcy case and may include periodic payments or the granting of additional security, if and at such times as the court in its discretion determines, for any diminution in the value of the collateral as a result of the automatic stay or any use of the collateral by the debtor during the pendency of the bankruptcy case. A bankruptcy court could conclude that the secured creditor's interest in its collateral is "adequately protected" against any diminution in value during the bankruptcy case without the need for providing any additional adequate protection. Due to the imposition of the automatic stay, the lack of a precise definition of the term "adequate protection" and the broad discretionary powers of a bankruptcy court, it is impossible to predict (i) how long payments under the Secured Exchange Notes could be delayed, or, if made at all, following commencement of a bankruptcy case, (ii) whether or when the collateral agent could repossess or dispose of the collateral or (iii) whether or to what extent holders of the Secured Exchange Notes would be compensated for any delay in payment or loss of value of the collateral through the requirement of "adequate protection."

Any future pledge of collateral or guarantee in favor of holders of the Secured Exchange Notes might be voidable in a bankruptcy case.

Any future pledge of collateral or guarantee in favor of holders of the Secured Exchange Notes might be voidable in a bankruptcy case of the relevant pledgor or guarantor if certain events or circumstances exist or occur, including under the Bankruptcy Code if the pledgor or guarantor is insolvent at the time of the pledge or guarantee; the pledge or guarantee enables the holders of the Secured Exchange Notes to receive more than they would if the pledge or guarantee had not been made and the debtor were liquidated under Chapter 7 of the Bankruptcy Code; and a bankruptcy case in respect of the pledgor or guarantor is commenced within 90 days following the pledge or guarantee (or within one year following the pledge or guarantee if the creditor that benefited therefrom is an insider under the Bankruptcy Code). Accordingly, holders of the Secured Exchange Notes under these circumstances may receive a lesser amount than they would be entitled to receive under the terms of the indenture that governs the Secured Initial Notes and will govern the Secured Exchange Notes and the Intercreditor Agreement, even if sufficient funds are available.

USE OF PROCEEDS

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

SELECTED HISTORICAL FINANCIAL DATA

The following selected consolidated historical financial data should be read in conjunction with (i) the "Risk Factors" section included in this prospectus, (ii) "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and the related notes thereto for the fiscal year ended December 31, 2013, included in our Current Report on Form 8-K filed with the Securities and Exchange Commission on September 17, 2014, which is incorporated by reference in this prospectus, and (iii) "Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations" and our condensed consolidated financial statements and the related notes thereto included in our Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2014, which is incorporated by reference in this prospectus. The consolidated balance sheet and statement of income data presented below as of and for the fiscal years ended December 31, 2009, 2010, 2011, 2012 and 2013 were derived from our audited consolidated financial statements. The consolidated balance sheet and statement of income data presented below as of and for the six months ended June 30, 2013 and 2014 were derived from our unaudited consolidated financial statements. The financial information as of and for the six months ended June 30, 2014 includes the impact of the HMA Merger subsequent to January 27, 2014, the effective date of the HMA Merger.

	Year Ended December 31,					Six Months Ended	
	2013	2012	2011	2010	2009	June 30, 2014	June 30, 2013
	(in millions, except share and per share data)						
Consolidated Statement of Income Data							
Net operating revenues	$ 12,819	$ 12,833	$ 11,708	$ 10,902	$ 10,148	$ 8,964	$ 6,453
Income from operations	930	1,226	1,144	1,122	1,066	529	509
Income from continuing operations	238	358	343	357	308	—	152
Net income (loss)	217	346	278	348	306	(27)	143
Net income attributable to noncontrolling interests	76	80	76	68	63	43	34
Net income (loss) attributable to Community Health Systems, Inc. stockholders	141	266	202	280	243	(70)	109
Basic earnings (loss) per share attributable to Community Health Systems, Inc. common stockholders(1):							
Continuing operations	$ 1.75	$ 3.11	$ 2.97	$ 3.14	$ 2.70	$ (0.39)	$ 1.28
Discontinued operations	(0.22)	(0.13)	(0.73)	(0.09)	(0.02)	(0.25)	(0.10)
Net income (loss)	$ 1.52	$ 2.98	$ 2.24	$ 3.05	$ 2.68	$ (0.64)	$ 1.19
Diluted earnings (loss) per share attributable to Community Health Systems, Inc. common stockholders(1):							
Continuing operations	$ 1.72	$ 3.09	$ 2.97	$ 3.10	$ 2.67	$ (0.39)	$ 1.27
Discontinued operations	(0.22)	(0.13)	(0.72)	(0.09)	(0.02)	(0.25)	(0.10)
Net income (loss)	$ 1.51	$ 2.96	$ 2.23	$ 3.01	$ 2.66	$ (0.64)	$ 1.17
Weighted-average number of shares outstanding:							
Basic	92,633,332	89,242,949	89,966,933	91,718,791	90,614,886	109,617,014	91,939,641
Diluted	93,815,013	89,806,937	90,666,348	92,946,048	91,517,274	109,617,014	93,025,402
Consolidated Balance Sheet Data							
Cash and cash equivalents	$ 373	$ 388	$ 130	$ 299	$ 345	$ 389	$ 251
Total assets	17,117	16,606	15,209	14,698	14,021	27,270	16,597
Long-term obligations	11,169	11,298	10,437	10,417	10,178	19,547	11,216
Redeemable noncontrolling interests in equity of consolidated subsidiaries	358	368	396	387	369	689	371
Community Health Systems, Inc. stockholders' equity	3,068	2,731	2,397	2,189	1,951	3,775	2,962
Noncontrolling interests in equity of consolidated subsidiaries	64	65	67	61	65	90	60

(1) Total per share amounts may not add due to rounding.

DESCRIPTION OF OTHER INDEBTEDNESS

Credit Facility

We have senior secured financing under a credit facility with a syndicate of financial institutions led by Credit Suisse, as administrative agent and collateral agent. Prior to the HMA merger, this credit facility included a $750 million term loan A facility due October 25, 2016, a term loan B due July 25, 2014, a term loan C due January 25, 2017 and a $750 million revolving credit facility for working capital and general corporate purposes.

In connection with the consummation of the HMA merger, we entered into a third amendment and restatement of our credit facility (the "Credit Facility"), providing for additional financing and recapitalization of certain of the Company's term loans including (i) the replacement of the revolving credit facility with a new $1.0 billion revolving facility maturing in 2019 (the "Revolving Facility"), (ii) the addition of a new $1.0 billion Term A facility due 2019 (the "Term A Facility"), (iii) a term D facility in an aggregate principal amount equal to approximately $4.6 billion due 2021 (which includes certain term C loans that were converted into such term D facility (collectively, the "Term D Facility")), (iv) the conversion of certain term C loans into Term E Loans and the borrowing of new Term E Loans in an aggregate principal amount of approximately $1.7 billion due 2017 and (v) the addition of flexibility commensurate with the Company's post-acquisition structure. In addition to funding a portion of the consideration in connection with the HMA merger, some of the proceeds of the Term A Facility and Term D Facility were used to refinance the outstanding $637 million existing Term A facility due 2016 and the $60 million of term B loans due 2014, respectively. The Revolving Facility includes a subfacility for letters of credit.

The loans under the Credit Facility bear interest on the outstanding unpaid principal amount at a rate equal to an applicable percentage plus, at the Issuer's option, either (a) an Alternate Base Rate (as defined) determined by reference to the greater of (1) the Prime Rate (as defined) announced by Credit Suisse or (2) the Federal Funds Effective Rate (as defined) plus 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) LIBOR. Loans in respect of the Revolving Facility and the Term A Facility will accrue interest at a rate per annum initially equal to LIBOR plus 2.75%, in the case of LIBOR borrowings, and Alternate Base Rate plus 1.75%, in the case of Alternate Base Rate borrowings. In addition, the margin in respect of the Revolving Facility and the Term A Facility will be subject to adjustment determined by reference to a leverage-based pricing grid. Loans in respect of the Term D Facility and the Term E Facility will accrue interest at a rate per annum equal to LIBOR plus 3.25%, in the case of LIBOR borrowings, and Alternate Base Rate plus 2.25%, in the case of Alternate Base Rate Borrowings. The Term D Facility will be subject to a 1.00% LIBOR floor and a 2.00% Alternate Base Rate floor.

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, 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, 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, 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 the Issuer. All of the obligations under the Credit Facility are unconditionally guaranteed by Holdings 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 Holdings, the Issuer and each subsidiary guarantor, including equity interests held by Holdings, the Issuer or any subsidiary guarantor, but excluding, among others, the equity interests of non-significant subsidiaries, syndication subsidiaries, securitization subsidiaries and joint venture subsidiaries.

The Issuer has agreed to pay letter of credit fees equal to the applicable percentage then in effect with respect to Eurodollar rate loans under the Revolving Facility times the maximum aggregate amount available to be drawn under all letters of credit outstanding under the subfacility for letters of credit. The issuer of any letter of credit issued under the subfacility for letters of credit will also receive a customary fronting fee and other customary processing charges. The Issuer is obligated to pay commitment fees of 0.50% per annum (subject to adjustment based upon our leverage ratio) on the unused portion of the Revolving Facility.

The Credit Facility contains customary representations and warranties, subject to limitations and exceptions, and customary covenants restricting our 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 our fiscal year. We are also required to comply with specified financial covenants (consisting of a maximum secured net leverage ratio and an interest coverage ratio) and various affirmative covenants.

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

As of June 30, 2014, the availability for additional borrowings under the Credit Facility was approximately $1.0 billion pursuant to the Revolving Facility, of which $83 million was set aside for outstanding letters of credit. The Issuer has the ability to amend the Credit Facility to provide for one or more tranches of term loans in an aggregate principal amount of $1.5 billion, which the Issuer has not yet accessed. As of June 30, 2014, the weighted-average interest rate under the Credit Facility, excluding swaps, was 4.4%.

As of June 30, 2014, we had letters of credit issued, primarily in support of potential insurance-related claims and certain bonds, of approximately $83 million.

Receivables Facility

On March 21, 2012, the Issuer and certain of its subsidiaries entered into an accounts receivable loan agreement (the "Receivables Facility") with a group of lenders and banks, Credit Agricolé Corporate and Investment Bank, as a managing agent and as the administrative agent, and The Bank of Nova Scotia, as a managing agent. On March 7, 2013, the Issuer and certain of its subsidiaries amended the Receivables Facility to add an additional managing agent, The Bank of Tokyo-Mitsubishi UFJ, Ltd., to increase the size of the facility from $300 million to $500 million and to extend the scheduled termination date. Additional subsidiaries of the Company also agreed to participate in the Receivables Facility as of that date. On March 31, 2014, the Issuer and certain of its subsidiaries amended the Receivables Facility to increase the size of the facility from $500 million to $700 million and to extend the scheduled termination date. Additional subsidiaries also agreed to participate in the Receivables Facility as of that date. The existing and future non-self pay patient-related accounts receivable (the "Receivables") for certain hospitals of the Issuer and its subsidiaries 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, 2016, subject to customary termination events that could cause an early termination date. The Issuer maintains effective control over the Receivables because, pursuant to

the terms of the Receivables Facility, the Receivables are sold from certain of the Issuer's subsidiaries to the Issuer, which then sells or contributes the Receivables to a special-purpose entity that is wholly-owned by the Issuer. 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 lenders and banks of up to $700 million outstanding from time to time based on the availability of eligible Receivables and other customary factors. The group of third-party lenders and banks do not have recourse to the Issuer or the Issuer's 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 June 30, 2014 totaled $607 million and are classified as long-term debt on the condensed consolidated balance sheet. At June 30, 2014, the carrying amount of Receivables included in the Receivables Facility totaled approximately $1.2 billion and was included in patient accounts receivable on our condensed consolidated balance sheet for the period ended June 30, 2014.

The 2019 Notes

On November 22, 2011, the Issuer completed an offering of $1.0 billion aggregate principal amount of 8% Senior Notes due 2019 (the "2019 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 up to $1.0 billion aggregate principal amount of the Issuer's then outstanding 8 7/8% Senior Notes and related fees and expenses. On March 21, 2012, the Issuer completed the secondary offering of an additional $1.0 billion aggregate principal amount of the 2019 Notes, 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 approximately $850 million aggregate principal amount of the Issuer's then outstanding 8 7/8% Senior Notes, to pay related fees and expenses and for general corporate purposes. The 2019 Notes bear interest at 8% per annum, payable semiannually in arrears on May 15 and November 15, commencing May 15, 2012. Interest on the 2019 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, the Issuer is not entitled to redeem the 2019 Notes prior to November 15, 2015.

Prior to November 15, 2014, the Issuer is entitled, at its option, to redeem a portion of the 2019 Notes (not to exceed 35% of the outstanding principal amount) at a redemption price equal to 108% of the principal amount of the notes redeemed plus accrued and unpaid interest, with the proceeds from certain public equity offerings. Prior to November 15, 2015, the Issuer may redeem some or all of the 2019 Notes at a redemption 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 2019 Notes indenture. On and after November 15, 2015, the Issuer is entitled, at its option, to redeem all or a portion of the 2019 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 periods set forth below:

Period	Redemption Price
November 15, 2015 to November 14, 2016	104.000%
November 15, 2016 to November 14, 2017	102.000%
November 15, 2017 to November 15, 2019	100.000%

Pursuant to a registration rights agreement entered into at the time of the issuance of the 2019 Notes, as a result of an exchange offer made by the Issuer, substantially all of the 2019 Notes issued in November 2011 and March 2012 were exchanged in May 2012 for new notes (the "2019 Exchange Notes") having terms substantially identical in all material respects to the 2019 Notes (except that the 2019 Exchange Notes were issued under a registration statement pursuant to the Securities Act). References herein to the 2019 Notes shall also be deemed to include the 2019 Exchange Notes unless the context provides otherwise.

The 2020 Notes

On July 18, 2012, the Issuer completed an underwritten public offering under its automatic shelf registration filed with the SEC of $1.2 billion aggregate principal amount of 7 1/8% Senior Notes due 2020 (the "2020 Notes"). The net proceeds from this issuance were used to finance the purchase or redemption of $934 million aggregate principal amount plus accrued interest of the Issuer's outstanding 8 7/8% Senior Notes, to pay for consents delivered in connection therewith, to pay related fees and expenses, and for general corporate purposes. The 2020 Notes bear interest at 7.125% per annum, payable semiannually in arrears on July 15 and January 15, commencing January 15, 2013. Interest on the 2020 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, the Issuer is not entitled to redeem the 2020 Notes prior to July 15, 2016.

Prior to July 15, 2015, the Issuer is entitled, at its option, to redeem a portion of the 2020 Notes (not to exceed 35% of the outstanding principal amount) at a redemption price equal to 107.125% of the principal amount of the notes redeemed plus accrued and unpaid interest, with the proceeds from certain public equity offerings. Prior to July 15, 2016, the Issuer may redeem some or all of the 2020 Notes at a redemption 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 2020 Notes indenture. On and after July 15, 2016, the Issuer is entitled, at its option, to redeem all or a portion of the 2020 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 periods set forth below:

Period	Redemption Price
July 15, 2016 to July 14, 2017	103.563%
July 15, 2017 to July 14, 2018	101.781%
July 15, 2018 to July 15, 2020	100.000%

The 2018 Secured Notes

On August 17, 2012, the Issuer completed an underwritten public offering under its automatic shelf registration filed with the SEC of $1.6 billion aggregate principal amount of 5 1/8% Senior Secured Notes due 2018 (the "2018 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 term loans due 2014 under the Credit Facility and related fees and expenses. The 2018 Secured Notes bear interest at 5.125% per annum, payable semiannually in arrears on August 15 and February 15, commencing February 15, 2013. Interest on the 2018 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 2018 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 2018 Secured Notes on substantially the same assets, subject to certain exceptions, that secure the Issuer's obligations under the Credit Facility.

Except as set forth below, the Issuer is not entitled to redeem the 2018 Secured Notes prior to August 15, 2015.

Prior to August 15, 2015, the Issuer is entitled, at its option, to redeem a portion of the 2018 Secured Notes (not to exceed 35% of the outstanding principal amount) at a redemption price equal to 105.125% of the principal amount of the notes redeemed plus accrued and unpaid interest, with the proceeds from certain public equity offerings. Prior to August 15, 2015, the Issuer may redeem some or all of the 2018 Secured Notes at a redemption 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 2018 Secured Notes indenture. On and after August 15, 2015, the Issuer is entitled, at its option, to redeem all or a portion of the 2018 Secured 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 periods set forth below:

Period	Redemption Price
August 15, 2015 to August 14, 2016	102.563%
August 15, 2016 to August 14, 2017	101.281%
August 15, 2017 to August 15, 2018	100.000%

The Secured Initial Notes

On January 27, 2014, the Issuer issued $1.0 billion aggregate principal amount of 5 1/8% Senior Secured Notes due 2021 (the "Secured Initial Notes"), which were issued in a private placement. The net proceeds from this issuance were used to finance the HMA merger. The Secured Initial Notes bear interest at 5.125% per annum, payable semiannually in arrears on February 1 and August 1, commencing August 1, 2014. Interest on the Secured Initial 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 Secured Initial 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 Secured Initial Notes, on substantially the same assets, subject to certain exceptions, that secure the Issuer's obligations under the Credit Facility.

Except as set forth below, the Issuer is not entitled to redeem the Secured Initial Notes prior to February 1, 2017.

Prior to February 1, 2017, the Issuer is entitled, at its option, to redeem a portion of the Secured Initial Notes (not to exceed 40% of the outstanding principal amount) at a redemption price equal to 105.125% of the principal amount of the notes redeemed plus accrued and unpaid interest, with the proceeds from certain equity offerings. Prior to February 1, 2017, the Issuer may redeem some or all of the Secured Initial Notes at a redemption 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 indenture governing the Secured Initial Notes. On and after February 1, 2017, the Issuer is entitled, at its option, to redeem all or a portion of the Secured Initial 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 periods set forth below:

Period	Redemption Price
February 1, 2017 to January 31, 2018	103.844%
February 1, 2018 to January 31, 2019	102.563%
February 1, 2019 to January 31, 2020	101.281%
February 1, 2020 to January 31, 2021	100.000%

The Unsecured Initial Notes

On January 27, 2014, the Issuer issued $3.0 billion aggregate principal amount of 6 7/8% Senior Notes due 2022 (the "Unsecured Initial Notes"), which were issued in a private placement. The net proceeds from this issuance were used to finance the HMA merger. The Unsecured Initial Notes bear interest at 6.875% per annum, payable semiannually in arrears on February 1 and August 1, commencing August 1, 2014. Interest on the Unsecured Initial 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, the Issuer is not entitled to redeem the Unsecured Initial Notes prior to February 1, 2018.

Prior to February 1, 2017, the Issuer is entitled, at its option, to redeem a portion of the Unsecured Initial Notes (not to exceed 40% of the outstanding principal amount) at a redemption price equal to 106.875% of the principal amount of the notes redeemed plus accrued and unpaid interest, with the proceeds from certain public equity offerings. Prior to February 1, 2018, the Issuer may redeem some or all of the Unsecured Initial Notes at a redemption 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 indenture governing the Unsecured Initial Notes. On and after February 1, 2018, the Issuer is entitled, at its option, to redeem all or a portion of the Unsecured Initial 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 periods set forth below:

Period	Redemption Price
February 1, 2018 to January 31, 2019	103.438%
February 1, 2019 to January 31, 2020	101.719%
February 1, 2020 to January 31, 2022	100.000%

Other Debt

As of June 30, 2014, other debt consisted primarily of the mortgage obligation on the Company's corporate headquarters and other obligations maturing in various installments through 2028.

THE EXCHANGE OFFERS

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

Purpose of the Exchange Offers

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

The Secured Initial Notes were originally issued and sold on January 27, 2014, to the initial purchasers, pursuant to the Purchase Agreement, dated January 15, 2014. The Unsecured Initial Notes were originally issued and sold on January 27, 2014, to the initial purchasers, pursuant to the Purchase Agreement, dated January 15, 2014. The Initial Notes were issued and sold in transactions not registered under the Securities Act in reliance upon Rule 144A and Regulation S under the Securities Act. The Initial Notes may not be reoffered, resold or transferred other than (i) to us or our subsidiaries, (ii) to a qualified institutional buyer in compliance with Rule 144A promulgated under the Securities Act, (iii) outside the United States to a non-U.S. person within the meaning of Regulation S under the Securities Act, (iv) pursuant to the exemption from registration provided by Rule 144 promulgated under the Securities Act (if available) or (v) pursuant to an effective registration statement under the Securities Act.

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

Under existing interpretations by the Staff of the SEC as set forth in no-action letters issued to third parties in other transactions, the Exchange Notes would, in general, be freely transferable after the exchange offers without further registration under the Securities Act; provided, however, that in the case of broker-dealers participating in the exchange offers, a prospectus meeting the requirements of the Securities Act must be delivered by such broker-dealers in connection with resales of the Exchange Notes. We have agreed to furnish a prospectus meeting the requirements of the Securities Act to any such broker-dealer for use in connection with any resale of any Exchange Notes acquired in the exchange offers for a period of 180 days after the expiration date. A broker-dealer that delivers such a prospectus to purchasers in connection with such resales will be subject to certain of the civil liability provisions under the Securities Act and will be bound by the provisions of the Registration Rights Agreements (including certain indemnification rights and obligations).

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

Each holder of Initial Notes that exchanges such Initial Notes for Exchange Notes in the exchange offers will be deemed to have made certain representations, including representations that (i) any Exchange Notes to be received by it will be acquired in the ordinary course of its business, (ii) it has no arrangement or understanding

with any person to participate in the distribution (within the meaning of the Securities Act) of Exchange Notes and (iii) it is not our affiliate as defined in Rule 405 under the Securities Act, or if it is an affiliate, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable.

If the holder is not a broker-dealer, it will be required to represent that it is not engaged in, and does not intend to engage in, the distribution of Initial Notes or Exchange Notes. Each broker-dealer that receives Exchange Notes for its own account in exchange for Initial Notes, where such Initial Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes for a period of 90 days following the date of this prospectus). See "Plan of Distribution."

Terms of the Exchange Offers; Period for Tendering Outstanding Initial Notes

Upon the terms and subject to the conditions set forth in this prospectus, we will accept any and all Initial Notes validly tendered and not withdrawn prior to 12:00 a.m., New York City time, on the expiration date of the exchange offers. We will issue $2,000 principal amount of Exchange Notes in exchange for each $2,000 principal amount of Initial Notes accepted in the exchange offers, and any integral multiple of $1,000 in excess thereof. Holders may tender some or all of their Initial Notes pursuant to the exchange offers. However, Initial Notes may be tendered only in minimum denominations of $2,000 and any integral multiple of $1,000 in excess thereof.

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

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

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

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

The Exchange Notes will evidence the same debt as the Initial Notes and will be entitled to the benefits of the applicable indenture.

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

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

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

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

The term "expiration date" will mean 12:00 a.m., New York City time, on , 2014, unless we, in our sole discretion, extend the exchange offer, in which case the term "expiration date" will mean the latest date and time to which the exchange offers are extended.

We expressly reserve the right to extend the period of time during which the exchange offers are open. Consequently, we may delay acceptance of any Initial Notes by giving oral or written notice of such extension to their holders. To extend the exchange offers, prior to 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date, we will:

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

(2) issue a notice of such extension by press release or other public announcement.

We expressly reserve the right to amend or terminate the exchange offers and to reject for exchange any Initial Notes not previously accepted for exchange, upon the occurrence of any of the conditions specified below under "—Conditions to the Exchange Offers."

Any such delay in acceptance (due to an extension of the exchange offers), extension, termination or amendment will be promptly followed by a press release or other public announcement describing such delay in acceptance, extension, termination or amendment and disclosing the aggregate principal amount of Initial Notes tendered, if any, to the date of the press release. If the exchange offers are amended in a manner determined by us to constitute a material change, including the waiver of a material condition, we will promptly disclose that amendment by means of a prospectus supplement that will be distributed to the holders. We will also extend the exchange offers to the extent necessary to provide that at least five business days remain in the exchange offers following notice of the material change.

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

Procedures for Tendering Initial Notes Through Brokers and Banks

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

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

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

IF YOU WISH TO ACCEPT AN EXCHANGE OFFER, PLEASE INSTRUCT YOUR BROKER OR ACCOUNT REPRESENTATIVE IN TIME FOR YOUR INITIAL NOTES TO BE TENDERED BEFORE THE 12:00 AM (NEW YORK CITY TIME) DEADLINE ON , 2014.

Deemed Representations

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

(1) you or any other person acquiring Exchange Notes in exchange for your Initial Notes in the exchange offers are acquiring them in the ordinary course of business;

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

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

(4) neither you nor any other person acquiring Exchange Notes in exchange for your Initial Notes is our "affiliate" as defined under Rule 405 of the Securities Act, or if you are an affiliate, you will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Procedures for Brokers and Custodian Banks; DTC ATOP Account

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

The exchange agent, on our behalf will seek to establish an Automated Tender Offer Program ("ATOP") account with respect to the outstanding Initial Notes at DTC promptly after the delivery of this prospectus. Any financial institution that is a DTC participant, including your broker or bank, may make book-entry tender of outstanding Initial Notes by causing the book-entry transfer of such Initial Notes into our ATOP account in accordance with DTC's procedures for such transfers. Concurrently with the delivery of Initial Notes, an Agent's Message in connection with such book-entry transfer must be transmitted by DTC to, and received by, the exchange agent on or prior to 12:00 a.m., New York City Time on the expiration date. The confirmation of a book entry transfer into the ATOP account as described above is referred to herein as a "Book-Entry Confirmation."

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

Each Agent's Message must include the following information:

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

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

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

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

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

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

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

We will accept validly tendered Initial Notes when the conditions to the exchange offers have been satisfied or we have waived them. We will have accepted your validly tendered Initial Notes when we have given oral or written notice to the exchange agent. The exchange agent will act as agent for the tendering holders for the

purpose of receiving the Exchange Notes from us. We will ask the exchange agent to deliver your Exchange Notes promptly following the expiration date. If we do not accept any tendered Initial Notes for exchange by book-entry transfer because of an invalid tender or other valid reason, we will credit the Initial Notes to an account maintained with DTC promptly after the expiration date or termination of the exchange offers, as applicable.

THE AGENT'S MESSAGE MUST BE TRANSMITTED TO EXCHANGE AGENT ON OR BEFORE 12:00 AM, NEW YORK CITY TIME, ON THE EXPIRATION DATE.

Guaranteed Delivery Procedures

If you wish to tender your Initial Notes but your Initial Notes are not immediately available or you cannot deliver your Initial Notes, the letter of transmittal or any other required documents to the exchange agent or comply with the procedures under the ATOP in the case of Initial Notes, prior to the expiration date, you may still tender if:

- the tender is made through an eligible guarantor institution;
- prior to the expiration date, the exchange agent receives from such eligible guarantor institution either a properly completed and duly executed notice of guaranteed delivery, by facsimile transmission, mail, or hand delivery or a properly transmitted agent's message and notice of guaranteed delivery, that (1) sets forth your name and address, the certificate number(s) of such Initial Notes and the principal amount of Initial Notes tendered; (2) states that the tender is being made thereby; and (3) guarantees that, within three New York Stock Exchange trading days after the expiration date, the letter of transmittal, or facsimile thereof, together with the Initial Notes or a book-entry confirmation, and any other documents required by the letter of transmittal, will be deposited by the eligible guarantor institution with the exchange agent; and
- the exchange agent receives the properly completed and executed letter of transmittal or facsimile thereof, as well as certificate(s) representing all tendered Initial Notes in proper form for transfer or a book-entry confirmation of transfer of the Initial Notes into the exchange agent's account at DTC and all other documents required by the letter of transmittal within three New York Stock Exchange trading days after the expiration date.

Withdrawal Rights

You may withdraw your tender of outstanding Initial Notes at any time before 12:00 a.m., New York City time, on the expiration date.

For a withdrawal to be effective, you should contact your bank or broker where your Initial Notes are held and have them send an ATOP notice of withdrawal so that it is received by the exchange agent before 12:00 a.m., New York City time, on the expiration date. Such notice of withdrawal must:

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

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

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

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

Conditions to the Exchange Offers

Despite any other term of the exchange offers, we will not be required to accept for exchange, or exchange the Exchange Notes for, any Initial Notes, and we may terminate the exchange offers as provided in this prospectus before the acceptance of the Initial Notes if, in our reasonable judgment, the exchange offers or the making of any exchange by a holder of Exchange Notes would violate applicable law or any applicable interpretation of the staff of the SEC.

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

Exchange Agent

Regions Bank, an Alabama banking corporation, has been appointed the exchange agent for the exchange offers. Letters of transmittal and all correspondence in connection with the exchange offers should be sent or delivered by each holder of outstanding Initial Notes, or a beneficial owner's commercial bank, broker, dealer, trust company or other nominee, to the exchange agent at the following address and telephone number:

Regions Bank

By Registered or Certified Mail, Hand Delivery or Overnight Courier:
Regions Bank
Attention: Corporate Trust Services
150 4th Avenue North
Suite 900
Nashville, Tennessee 37238

By Facsimile:
(615) 770-4350

By Telephone:
(615) 770-4359

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

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

Fees and Expenses

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

Accounting Treatment

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

Transfer Taxes

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

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

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

Consequences of Failure to Exchange

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

(1) to us upon redemption thereof or otherwise;

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

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

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

See “Risk Factors” for more information about the risks of not participating in the exchange offers.

Shelf Registration

The Registration Rights Agreements require that we file a shelf registration statement if: (1) applicable law or the applicable interpretations of the staff of the SEC do not permit us to effect the exchange offers; (2) the

exchange offers are not consummated by January 27, 2015; (3) under certain circumstances, certain holders of Initial Notes so shall request; (4) a holder is prohibited by applicable law from participating in the exchange offers; or (5) a holder cannot resell the Exchange Notes it acquires in the exchange offers without delivering a prospectus and this prospectus is not appropriate or available for resales by the holder.

Other

You do not have to participate in the exchange offers. You should carefully consider whether to accept the terms and conditions of the exchange offers. We urge you to consult your financial and tax advisors in deciding which action to take with respect to the exchange offers.

DESCRIPTION OF THE SECURED EXCHANGE NOTES

On January 27, 2014, FWCT-2 Escrow Corporation, a wholly-owned subsidiary of Community Health Systems, Inc. (the "*Escrow Sub*") issued $1,000,000,000 aggregate principal amount of 5.125% senior secured notes due 2021 (the "*Secured Initial Notes*") pursuant to an indenture, dated as of January 27, 2014 (as supplemented from time to time, the "*Secured Notes Indenture*"), by and among the Escrow Sub, Regions Bank, an Alabama banking corporation, as trustee (in such capacity, together with its successors, the "*Trustee*"), and Credit Suisse AG, as collateral agent (the "*Collateral Agent*"). On January 27, 2014, the Escrow Sub merged with and into CHS/Community Health Systems, Inc. and CHS/Community Health Systems, Inc., the Guarantors, the Trustee and the Collateral Agent entered into a supplemental indenture to the Secured Notes Indenture pursuant to which CHS/Community Health Systems, Inc. assumed all of the obligations of Escrow Sub as issuer of the Secured Initial Notes and the Guarantors guaranteed the Secured Initial Notes on the terms set forth in the Secured Notes Indenture.

You can find the definitions of certain terms used in this section under "—Certain Definitions." In this section, (i) "*Issuer*" refers only to CHS/Community Health Systems, Inc. and (ii) references to "*Secured Notes*" are to the Secured Exchange Notes, unless the context otherwise requires. Defined terms used in this section apply only to this "Description of the Secured Exchange Notes" and not to the "Description of the Unsecured Exchange Notes" found in another section of this prospectus or, unless otherwise indicated, to any other section of this prospectus.

We issued the Secured Initial Notes and will issue the Secured Exchange Notes pursuant to the Secured Notes Indenture. Any Secured Initial Note that remains outstanding after the completion of the exchange offers, together with the Secured Exchange Notes issued in connection with the exchange offers, will be treated as a single class of securities under the Secured Notes Indenture. The terms of the Secured Notes include those stated in the Secured Notes Indenture and, except as specified below, those made part of the Secured Notes Indenture by reference to the Trust Indenture Act of 1939, as amended (the "*TIA*"). The Secured Notes are subject to all such terms pursuant to the provisions of the Secured Notes Indenture, and Holders of the Secured Notes are referred to the Secured Notes Indenture and the TIA for a statement thereof.

The following is a summary of the material provisions of the Secured Notes Indenture and the Notes Collateral Documents, and is qualified in its entirety by reference to the Secured Notes Indenture and the Notes Collateral Documents. Because this is a summary, it may not contain all the information that is important to you. You should read the Secured Notes Indenture and the Notes Collateral Documents in their entirety. Copies of the Secured Notes Indenture and the Notes Collateral Documents are available as described under "Where You Can Find Additional Information." This "Description of the Secured Exchange Notes" relates to the Secured Exchange Notes, and does not describe the terms of the Unsecured Exchange Notes separately offered by this prospectus.

Brief Description of the Secured Notes and the Secured Note Guarantees

The Secured Notes will be:

- general senior secured obligations of the Issuer;
- secured on a first-priority lien basis by the Collateral owned by the Issuer, subject to a shared lien of equal priority with the existing First Lien Obligations (including the Credit Agreement Obligations and the Existing Secured Notes) and any future Additional First Lien Obligations and subject to other existing and future prior ranking liens permitted by the Secured Notes Indenture;
- *pari passu* in right of payment with all existing and future Senior Indebtedness of the Issuer, but will be effectively senior to all of the Issuer's unsecured Senior Indebtedness to the extent of the value of the Collateral owned by the Issuer (after giving effect to the sharing of such value with holders of equal or prior ranking liens on such Collateral);

- effectively subordinated to any existing and future Indebtedness of the Issuer that is secured with property or assets that do not constitute Collateral to the extent of the value of such property and assets securing such Indebtedness (including the Credit Agreement Obligations to the extent they are secured by liens not also securing the Secured Notes);
- senior in right of payment to any future Subordinated Indebtedness of the Issuer;
- unconditionally guaranteed on a senior secured basis by each Guarantor; and
- structurally subordinated to all claims of creditors, including trade creditors, and claims of preferred stockholders, if any, of each of the Non-Guarantors.

Each Secured Note Guarantee (as defined below) will be:

- a general senior secured obligation of such Guarantor;
- secured on a first-priority lien basis by the Collateral owned by such Guarantor, subject to a shared lien of equal priority with the existing First Lien Obligations (including the Credit Agreement Obligations and the Existing Secured Notes) and any future Additional First Lien Obligations and subject to other existing and future prior ranking liens permitted by the Secured Notes Indenture;
- *pari passu* in right of payment with all existing and future Senior Indebtedness of such Guarantor, but will be effectively senior to all of such Guarantor's unsecured Senior Indebtedness to the extent of the value of the Collateral owned by such Guarantor (after giving effect to the sharing of such value with holders of equal or prior ranking liens on such Collateral);
- effectively subordinated to any existing and future Indebtedness of such Guarantor that is secured with property or assets that do not constitute Collateral to the extent of the value of the assets securing such Indebtedness (including the Credit Agreement Obligations to the extent they are secured by liens not also securing the Secured Notes); and
- senior in right of payment to any future Subordinated Indebtedness of such Guarantor.

Principal, Maturity and Interest

The Secured Notes will be issued in minimum denominations of $2,000 and in integral multiples of $1,000 in excess thereof. The rights of Holders of beneficial interests in the Secured Notes to receive the payments on such Secured Notes are subject to applicable procedures of DTC. If the due date for any payment in respect of any Secured Notes is not a Business Day at the place at which such payment is due to be paid, the Holder thereof will not be entitled to payment of the amount due until the next succeeding Business Day at such place, and will not be entitled to any further interest or other payment as a result of any such delay.

The Issuer will issue the Secured Exchange Notes with a maximum aggregate principal amount of $1,000,000,000. The Secured Notes will mature on August 1, 2021. Interest on the Secured Notes will accrue at the rate of 5.125% per annum and will be payable, in cash, semi-annually in arrears on February 1 and August 1 of each year, commencing on August 1, 2014, to Holders of record on the immediately preceding January 15 and July 15, respectively. If the Issuer delivers Global Notes to the Trustee for cancellation on a date that is after the record date and on or before the corresponding interest payment date, then interest shall be paid in accordance with the applicable procedures of DTC. Interest on the Secured Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from January 27, 2014. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months. Each interest period will end on (but not include) the relevant interest payment date.

Additional interest may accrue on the Secured Notes in certain circumstances pursuant to the Secured Notes Registration Rights Agreement.

Additional Secured Notes

The Issuer may issue additional Secured Notes (the "*Additional Secured Notes*") from time to time under the Secured Notes Indenture, subject to compliance with the covenants contained in the Secured Notes Indenture. The Secured Notes Indenture provides for the issuance of additional secured notes having identical terms and conditions to the Secured Notes. Additional Secured Notes will be part of the same issue as the Secured Notes under the Secured Notes Indenture for all purposes, including waivers, amendments, redemptions and offers to purchase; *provided* that Additional Secured Notes will not be issued with the same CUSIP or ISIN, as applicable, as existing Secured Notes unless such Additional Secured Notes are fungible with the existing Secured Notes for U.S. federal income tax purposes and otherwise. Holders of Additional Secured Notes actually issued will share equally and ratably in the Collateral with the Holders. Unless the context otherwise requires, for all purposes of the Secured Notes Indenture and this "Description of the Secured Exchange Notes," references to "Secured Notes" include any Additional Secured Notes actually issued.

Payments

Principal of, and premium, if any, interest and Additional Interest, if any, on the Secured Notes will be payable at the office or agency of the Issuer maintained for such purpose (the "*Paying Agent*") or, at the option of the Paying Agent, payment of interest and Additional Interest, if any, may be made by check mailed to the Holders of the Secured Notes at their respective addresses set forth in the register of Holders provided that all payments of principal, premium, if any, interest and Additional Interest, if any, with respect to Secured Notes represented by one or more global notes registered in the name of or held by the DTC or its nominee will be made by wire transfer of immediately available funds to the accounts specified by the Holders thereof. Until otherwise designated by the Issuer, the Issuer's office or agency will be the office of the Trustee maintained for such purpose.

Guarantees

The obligations of the Issuer under the Secured Notes and the Secured Notes Indenture will be, jointly and severally, unconditionally guaranteed on a senior secured basis (the "*Secured Note Guarantees*") by Holdings and each Domestic Restricted Subsidiary that Guarantees the payment of any capital market debt securities or Indebtedness under the Credit Agreement of the Issuer or any Guarantor. Subsidiaries will be required to Guarantee the Secured Notes to the extent described in "—Certain Covenants—Limitation on Guarantees."

For the six months ended June 30, 2014, our Non-Guarantor Subsidiaries accounted for (i) approximately $3.4 billion, or 37.8%, of our total net operating revenue, (ii) approximately $(143) million of our net cash (used in) provided by operating activities; (iii) approximately $18.7 billion, or 68.5%, of our total assets, and (iv) approximately $17.1 billion, or 75.3%, of our total liabilities.

Each Secured Note Guarantee will be limited to the maximum amount that would not render the Guarantor's obligations subject to avoidance under applicable fraudulent conveyance provisions of the United States Bankruptcy Code or any comparable provision of foreign or state law to comply with corporate benefit, financial assistance and other laws. By virtue of this limitation, a Guarantor's obligation under its Secured Note Guarantee could be significantly less than amounts payable with respect to the Secured Notes, or a Guarantor may have effectively no obligation under its Secured Note Guarantee. See "Risk Factors—Risks Related to the Exchange Notes and our Indebtedness—Federal and state states allow courts, under specific circumstances, to void the Exchange Notes, guarantees or, in the case of the Secured Exchange Notes, security interests and courts could require noteholders to return payments received from us or the guarantors."

The Secured Note Guarantee of a Subsidiary Guarantor will terminate upon:

(1) a sale or other disposition (including by way of consolidation or merger) of the Capital Stock of such Guarantor or the sale or disposition of all or substantially all the assets of the Guarantor to a Person other than to the Issuer or a Restricted Subsidiary and as otherwise permitted by the Secured Notes Indenture (including pursuant to an enforcement action in accordance with the terms of the Intercreditor Agreement),

(2) the designation in accordance with the Secured Notes Indenture of the Guarantor as an Unrestricted Subsidiary or the occurrence of any event after which the Guarantor is no longer a Restricted Subsidiary,

(3) defeasance or discharge of the Secured Notes, as provided in "—Defeasance" and "—Satisfaction and Discharge,"

(4) to the extent that such Guarantor is not an Immaterial Subsidiary solely due to the operation of clause (i) of the definition of "Immaterial Subsidiary," upon the release of all guarantees referred to in such clause, or

(5) such Guarantor being released from all of its obligations under all of its Guarantees of (i) any and all Indebtedness of the Issuer or any Guarantor under the Credit Agreement or (ii) in the case of a Secured Note Guarantee made by a Guarantor (each, an "*Other Guarantee*") as a result of its guarantee of other Indebtedness of the Issuer or a Guarantor pursuant to the covenant entitled "—Certain Covenants—Limitation on Guarantees," any and all Indebtedness that would have required such Subsidiary Guarantor to provide a Secured Note Guarantee under such covenant, except in the case of clause (i) or (ii), a release as a result of the repayment or discharge of the Indebtedness specified in clause (i) or (ii) (it being understood that a release or discharge subject to a contingent reinstatement is still considered a release or discharge, and if any such Indebtedness of such Guarantor under the Credit Agreement or any Other Guarantee is so reinstated, such Secured Note Guarantee shall also be reinstated); or

(6) the achievement of Investment Grade Status as described under "Certain Covenants—Suspension of Covenants and Release of Collateral and Guarantees on Achievement of Investment Grade Status; *provided* that such Secured Note Guarantee will be reinstated upon the Reversion Date.

The Secured Note Guarantee of Holdings or any other direct or indirect parent of the Issuer that provides a Guarantee will terminate upon defeasance or discharge of the Secured Notes, as provided in "—Defeasance" and "—Satisfaction and Discharge".

Claims of creditors of Non-Guarantor Subsidiaries, including trade creditors, secured creditors and creditors holding debt and guarantees issued by those Subsidiaries, and claims of preferred and minority stockholders (if any) of those Subsidiaries and claims against joint ventures generally will have priority with respect to the assets and earnings of those Subsidiaries and joint ventures over the claims of creditors of the Issuer, including Holders of the Secured Notes. The Secured Notes and each Secured Note Guarantee therefore will be effectively subordinated to creditors (including trade creditors) and preferred and minority stockholders (if any) of Subsidiaries of the Issuer (other than the Guarantors) and joint ventures. Although the Secured Notes Indenture limits the incurrence of Indebtedness, Disqualified Stock and Preferred Stock of Restricted Subsidiaries, the limitation is subject to a number of significant exceptions. Moreover, the Secured Notes Indenture does not impose any limitation on the incurrence by Restricted Subsidiaries of liabilities that are not considered Indebtedness, Disqualified Stock or Preferred Stock under the Secured Notes Indenture. See "—Certain Covenants—Limitation on Indebtedness."

Collateral

Description of Collateral

The Secured Notes and the Secured Note Guarantees will, with certain exceptions, have the benefit of Liens on the Collateral, including after-acquired Collateral, which will consist of first-priority security interests in the Collateral shared with the other First Lien Obligations, including the Credit Agreement Obligations and the Obligations in respect of the Existing Secured Notes and related guarantees (subject to Permitted Liens and other Liens permitted by the Secured Notes Indenture, which may rank ahead of the first-priority security interests for the benefit of the Secured Notes). Subject to the terms described below under "—Release" and in this paragraph, the Collateral will consist of substantially the same assets that secure the Credit Agreement Obligations and the Obligations in respect of the Existing Secured Notes (other than the Excluded Stock Collateral, which will secure the Credit Agreement Obligations but will not constitute Collateral with respect to the Secured Notes or the Existing Secured Notes). The Collateral is expected to consist of substantially all of the property and assets of the Issuer and the Guarantors, subject to certain exceptions, including those described below. The implementation of certain of the Collateral that will secure the Secured Notes will be delayed, and Holders will not have the benefit of such Collateral during such delay. In the case of real property constituting Mortgaged Property immediately prior to the Merger, the Secured Notes Indenture requires the Issuer to deliver to the Collateral Agent within 270 days of the Issue Date (or such longer period as the Collateral Agent may agree in its sole discretion) (a) counterparts of amended or amended and restated mortgages securing the Obligations with respect to the Secured Notes and the Secured Note Guarantees, duly executed and delivered by the Collateral Agent and the Grantor that is the record owner of each applicable Mortgaged Property and otherwise suitable for recording and in form and substance sufficient to grant to the Collateral Agent for the benefit of the Secured Parties a valid mortgage lien on such real property, (b) title searches confirming that there are no Liens of record in violation of the applicable mortgage, (c) modification and date down endorsements to the existing title insurance policies, or new policies, to the extent such endorsements are not available and (d) local counsel opinions, and any other documents reasonably requested by the Collateral Agent in respect of the amended or amended and restated mortgages (including flood determinations and flood insurance required by Regulation H). In the case of real property held by HMA or Guarantors that are Subsidiaries of HMA (other than such real property expressly exempt from the mortgage requirements pursuant to the Credit Agreement, the "*HMA Mortgaged Properties*"), the Secured Notes Indenture requires the Issuer to deliver to the Collateral Agent within 270 days of the Issue Date (or such longer period as the Collateral Agent may agree in its sole discretion) (a) counterparts of a mortgage, deed of trust or other applicable instrument to secure the Obligations with respect to the Secured Notes and the Secured Notes Guarantees, duly executed and delivered by the Collateral Agent and the Grantor that is the record owner of each applicable HMA Mortgaged Property and otherwise suitable for recording and in form and substance sufficient to grant to the Collateral Agent for the benefit of the Secured Parties a valid mortgage lien on such real property, (b) title searches confirming that there are no Liens of record in violation of the applicable mortgage, (c) title policies and (d) local counsel opinions, and any other documents reasonably requested by the Collateral Agent in respect of the mortgages (including flood determinations and flood insurance as required by Regulation H). Following the issuance of the Secured Initial Notes, the Collateral Agent and the Issuer agreed to extend each of the 270 day time periods referenced above to December 31, 2014. Until, and subject to the occurrence of, the delivery and recordation of mortgages (or amendment or restatement thereof), the Holders will not have a validly perfected security interest in the real property pledged to secure the Credit Agreement Obligations and the Obligations in respect of the Secured Notes and the related guarantees. See "Collateral Documents" below.

The Collateral will not include, among other things, the following property and assets of the Issuer and the Guarantors (collectively, the "*Excluded Assets*"):

(1) any General Intangible, Instrument, license, property right, permit or any other contract or agreement to which a Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest will constitute or result in (x) the abandonment, invalidation or unenforceability of any right, title or interest of the Grantor therein, (y) a violation of a valid and enforceable restriction in respect of such General Intangible, Instrument, license, property right, permit or any other contract

or agreement or other such rights (1) in favor of a third party or (2) under any law, regulation, permit, order or decree of any Governmental Authority or (z) a breach or termination (or result in any party thereto having the right to terminate) pursuant to the terms of, or a default under, such General Intangible, Instrument, license, property right, permit or any other contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to the New York UCC or any other applicable law or principles of equity); *provided, however*, that such property or asset will become Collateral immediately at such time as the condition causing such abandonment, invalidation, unenforceability or breach or termination, as the case may be, is remedied and, to the extent severable, any portion of such General Intangible, Instrument, license, property right, permit or any other contract or agreement that does not result in any of the consequences specified in the immediately preceding clause (x), (y) or (z), including any proceeds of such General Intangible, Instrument, license, property rights, permit or any other contract or agreement, will become Collateral immediately;

(2) more than 65% of the outstanding voting Capital Stock in any Foreign Subsidiary of the Issuer;

(3) any Capital Stock in any Non-Significant Subsidiary;

(4) any Capital Stock in certain Subsidiaries of the Issuer engaged in certain securitization transactions or certain non-wholly owned Subsidiaries of the Issuer to the extent the pledge of the Capital Stock in such Subsidiary is prohibited by any applicable Contractual Obligation or requirement of law;

(5) any vehicle or other asset subject to certificate of title;

(6) any asset that requires perfection through control agreements (including, to the extent required in the relevant jurisdiction for deposit accounts and investment property);

(7) any minority Capital Stock;

(8) any assets with respect to which the Collateral Agent shall reasonably determine that the cost of creating and/or perfecting a security interest therein is excessive in relation to the benefit to the Secured Parties or that the granting or perfection of a security interest therein would violate applicable law or regulation;

(9) any assets (other than any General Intangible, Instrument, license, property right, permit or any other contract or agreement) owned by any Grantor that are subject to certain purchase money liens and liens existing at the time the relevant asset was acquired, in each case, permitted by Section 6.02(c) or 6.02(n) of the Credit Agreement, to the extent and for so long as such Lien exists and the terms of the indebtedness or other obligations secured thereby prevent the grant of a security interest in such assets to secure First Lien Obligations; and

(10) Excluded Stock Collateral but only to the extent that the inclusion of such Excluded Stock Collateral in the Collateral would require the Issuer to file separate financial statements for any subsidiary with the SEC.

The security interests securing the Secured Notes and the Secured Note Guarantees will be subject to all Permitted Liens and other Liens permitted by the Secured Notes Indenture, certain of which, such as Liens arising as a matter of law, will have priority over the security interests securing the Secured Notes and the Secured Note Guarantees.

The Issuer and the Guarantors will be able to incur additional Indebtedness in the future that could equally and ratably share in the Collateral. The amount of such Indebtedness will be limited by the covenants described under "—Certain Covenants—Limitation on Indebtedness" and "—Certain Covenants—Limitation on Liens." The amount of such Indebtedness could be significant.

After-Acquired Property

Subject to certain exceptions and limitations, including those described below, if the Issuer or any Guarantor acquires any property which is of a type constituting Collateral under the Collateral Agreement or any other Notes Collateral Document (excluding, for the avoidance of doubt, any Excluded Assets), it will be required to execute and deliver such security instruments, financing statements and such certificates and opinions of counsel and take all other actions as are required under the Secured Notes Indenture and the Notes Collateral Documents to vest in the Collateral Agent a perfected security interest (subject to Permitted Liens and other Liens permitted by the Secured Notes Indenture, which include certain purchase money security interests) in such after-acquired property and to have such after-acquired property included as part of the Collateral, and thereupon all provisions of the Notes Collateral Documents and the Secured Notes Indenture relating to the Collateral shall be deemed to relate to such after-acquired property to the same extent and with the same force and effect. However, no such after-acquired property will secure the Secured Notes prior to the time, if any, that such property is pledged to secure the Credit Agreement Obligations and no Grantor will be required to mortgage real property acquired after the Issue Date at all if (a) such property has a fair market value of less than $10.0 million, (b) such property is secured by certain liens permitted under the Credit Agreement or (c) the Issuer intends to sell such property within six months. The Collateral Agent has no duty to monitor, and there can be no assurance that the Issuer will inform the Collateral Agent of, the future acquisition of property that is of a type constituting Collateral. Accordingly, there can be no assurance that the actions required to properly perfect a security interest in any such after-acquired property will be taken.

Collateral Documents

On the Issue Date, the Issuer designated the Obligations in respect of the Secured Initial Notes and the Secured Note Guarantees and substantially concurrently with the issuance of any Secured Exchange Notes the Issuer will designate the Obligations in respect of the Secured Exchange Notes and the Secured Note Guarantees as "Pari Passu Debt Obligations" under the Collateral Agreement. The Collateral Agent, the Issuer and the Guarantors entered into the Collateral Agreement and the other existing Credit Agreement Collateral Documents to provide for the security interests that secure the Credit Agreement Obligations and such Collateral Agreement will also provide for certain of the security interests that will secure the Secured Notes and the Secured Note Guarantees. The Issuer, the Guarantors and the Collateral Agent have and/or will enter into, amend, supplement or otherwise modify one or more other Notes Collateral Documents to further provide for certain of the security interests that will secure the Secured Notes and the Secured Note Guarantees, unless delayed as described below. These security interests, once established, will secure the payment and performance when due of all of the Obligations of the Issuer and the Guarantors in respect of the Secured Notes and the Secured Note Guarantees, as well as the Credit Agreement Obligations and Obligations in respect of the Existing Secured Notes (and the related guarantees) and in the future may secure other First Lien Obligations, in each case as provided in the Collateral Documents. The Secured Notes Indenture requires the Issuer to use commercially reasonable efforts to complete or cause to be completed on or prior to the Issue Date all filings and other similar actions required or desirable on its part in connection with the creation, perfection, protection and/or reaffirmation of such security interests; *provided, however*, that the Issuer has up to (i) 270 days following the Issue Date (or such longer period as the Collateral Agent may agree to in its sole discretion) to complete or cause to be completed those actions required to deliver and record amended or amended and restated mortgages with respect to each Mortgaged Property and (ii) 270 days following the Issue Date (or such longer period as the Collateral Agent may agree to in its sole discretion) to complete or cause to be completed those actions required to deliver and record mortgages with respect to each HMA Mortgaged Property, in each case to secure the Obligations in respect of the Secured Notes and the Secured Note Guarantees. Following the issuance of the Secured Initial Notes, the Collateral Agent and the Issuer agreed to extend each of the 270 day time periods referenced above to December 31, 2014. The creation and perfection of any security interests (including mortgages) after the Issue Date increases the risk that such security interests could be avoided in connection with any bankruptcy or insolvency proceedings involving the Issuer or any Guarantor. These security interests, individually or in the aggregate, will constitute a significant portion of the value of the Collateral.

By accepting a Secured Note, each Holder will be deemed to have irrevocably appointed the Collateral Agent to act as its agent under the Notes Collateral Documents and irrevocably authorized the Collateral Agent to (i) perform the duties and exercise the rights, powers and discretions that are specifically given to it under the Notes Collateral Documents or other documents to which it is a party, together with any other incidental rights, powers and discretions and (ii) execute each document expressed to be executed by the Collateral Agent on its behalf. Since the Holders are not parties to the Notes Collateral Documents, such Holders may not, individually or collectively, take any direct action to enforce any rights in their favor under the Notes Collateral Documents. The Holders may only act by instruction to the Trustee, which shall instruct the Collateral Agent.

On the Issue Date, the Trustee executed a joinder to the First Lien Intercreditor Agreement dated as of August 17, 2012 (as the same may be amended or supplemented from time to time, the "*Intercreditor Agreement*"), among the Collateral Agent, the Credit Agreement Administrative Agent, as Representative of the Credit Agreement Secured Parties (the "*Credit Agreement Authorized Representative*"), the Trustee, as Representative of the Notes Secured Parties and Regions Bank, as trustee of the Existing Secured Notes (the "*Existing Secured Notes Trustee*") and as Representative of the Existing Secured Notes Secured Parties, with respect to the Shared Collateral (as defined below), which may be further amended or supplemented from time to time without the consent of the Holders to add other parties holding other First Lien Obligations (or their respective representatives) permitted to be incurred and permitted to be secured by the Collateral under the Secured Notes Indenture, the indenture governing the Existing Secured Notes, the Credit Agreement and any other then existing First Lien Debt Documents (such other obligations, "*Additional First Lien Obligations*"). Generally, "*Shared Collateral*" means, at any time, Collateral in which the holders of two or more classes of First Lien Obligations (or their authorized representatives) hold a valid and perfected security interest.

So long as no event of default shall have occurred and be continuing, and subject to certain terms and conditions, the Grantors will be entitled to exercise any voting and other consensual rights pertaining to all Capital Stock pledged pursuant to the Notes Collateral Documents and to remain in possession and retain exclusive control over the Collateral (other than as set forth in the Notes Collateral Documents), to operate the Collateral, to alter the Collateral and to collect, invest and dispose of any income thereon. The Notes Collateral Documents, however, generally require the Issuer and the Guarantors to deliver to the Collateral Agent, and for the Collateral Agent to maintain in its possession, certificates evidencing pledges of Capital Stock and intercompany indebtedness to the extent such Capital Stock and Indebtedness are certificated. Subject to the intercreditor provisions described below, upon the occurrence and during the continuance of an event of default, to the extent permitted by law and subject to the provisions of the Notes Collateral Documents:

(i) all of the rights of the Grantors to exercise voting or other consensual rights and powers with respect to all Capital Stock included in the Collateral shall cease, and all such rights will become vested in the Collateral Agent, which, to the extent permitted by law, shall have the sole right to exercise such voting and other consensual rights and powers; and

(ii) the Collateral Agent may take possession of and sell the Collateral or any part thereof in accordance with the terms of applicable law and the Notes Collateral Documents.

Subject to applicable laws and the intercreditor arrangements described below and any Permitted Liens, upon the occurrence and during the continuance of an event of default, the Collateral Agreement provides that the Collateral Agent may foreclose upon and sell the applicable Collateral and distribute the net proceeds of any such sale to the Credit Agreement Secured Parties, the Existing Secured Notes Secured Parties, the Notes Secured Parties and the Pari Passu Secured Parties. Subject to the intercreditor arrangements described below, in the event of the enforcement of the security interests following an event of default, the Collateral Agent, in accordance with the provisions of the Secured Notes Indenture and the Collateral Agreement, will have absolute discretion in determining the time and method by which the security interests in the Collateral will be enforced and, if applicable, the time of application of all cash proceeds (after payment of the costs of enforcement and collateral administration) of the Collateral received by it under the Collateral Documents for the ratable benefit of the Credit Agreement Secured Parties, the Notes Secured Parties, the Existing Secured Notes Secured Parties and

the Pari Passu Secured Parties in accordance with the Collateral Agreement. Accordingly, any proceeds received upon a realization of the Collateral securing the Secured Notes and such other Obligations will be applied, subject to the intercreditor arrangements described below, as follows:

first, to the payment of all reasonable out-of-pocket costs and expenses incurred by the administrative agent under the Credit Agreement (the "*Credit Agreement Administrative Agent*"), the Existing Secured Notes Trustee, the Trustee, the Collateral Agent and any other representative in respect of any Pari Passu Debt Obligations in connection with the collection, sale, foreclosure or realization or otherwise in connection with the Collateral Agreement, any other Collateral Documents, the Secured Notes Indenture, the Credit Agreement, the indenture governing the Existing Secured Notes, any Pari Passu Agreement or any of the Obligations related thereto, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Credit Agreement Administrative Agent, the Trustee, the Existing Secured Notes Trustee, the Collateral Agent and any other representative in respect of any Pari Passu Debt Obligations on behalf of the Issuer or a Guarantor and any other reasonable out-of-pocket costs or expenses incurred in connection with the exercise of any right or remedy under the Collateral Agreement, the Secured Notes Indenture, any Pari Passu Agreement or other agreement related to the Credit Agreement or Existing Secured Notes;

second, to the payment in full of the unfunded advances/participations in respect of unreimbursed swingline loans and letters of credit under the Credit Agreement owed to the Credit Agreement Administrative Agent, the swingline lenders under the Credit Agreement and the issuing banks under the Credit Agreement;

third, to the payment in full of all other Credit Agreement Obligations, the Obligations in respect of the Existing Secured Notes (and the related guarantees), the Obligations in respect of the Secured Notes and the Secured Note Guarantees and any Pari Passu Debt Obligations (the amounts so applied to be distributed among the Credit Agreement Secured Parties, the Existing Secured Notes Secured Parties, the Notes Secured Parties and the Pari Passu Secured Parties pro rata in accordance with the amounts of the obligations owed to them on the date of such distribution); and

fourth, to the extent of the balance of such proceeds after application in accordance with the foregoing, to the Issuer or such Guarantor, as applicable, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

Further Assurances

The Collateral Agreement and the Secured Notes Indenture provide that the Issuer and the Guarantors shall, at their sole expense, take all actions that may be required under applicable law, or that the Trustee or the Collateral Agent may reasonably request, in order to effectuate the transactions contemplated by the Secured Notes Indenture and in order to grant, preserve, protect and perfect the validity and first-priority of the security interests created or intended to be created by the Notes Collateral Documents. As necessary, or upon reasonable request of the Collateral Agent, the Issuer and the Guarantors shall, at their sole expense, execute any and all further documents, financing statements, agreements and instruments, and take all further action (including filing Uniform Commercial Code and other financing statements, mortgages and deeds of trust).

Substantially concurrently with the issuance of any Secured Exchange Notes, (i) the Issuer will designate the Secured Exchange Notes as "Pari Passu Debt Obligations" under the Collateral Agreement and (ii) the Issuer and the Guarantors will (x) execute and deliver to the Collateral Agent a reaffirmation agreement relating to the Collateral Agreement and the other Notes Collateral Documents and (y) subject to the immediately succeeding sentence, enter into, amend, supplement or otherwise modify such Notes Collateral Documents and take all other actions that may be required under the Notes Collateral Documents or that the Trustee or the Collateral Agent may reasonably request to the extent necessary to secure the Secured Exchange Notes with a first-priority lien on the Collateral that secures, or is intended to secure, the Secured Initial Notes. Notwithstanding anything to the contrary herein, to the extent that any Mortgaged Property exists on the date the Secured Exchange Notes are

issued and the Issuer and the Guarantors have complied with the obligations in respect of such Mortgaged Property described above under "—Collateral Documents" prior to such date, the Issuer and the Guarantors will be required to enter into, amend, supplement or otherwise modify a mortgage in respect of such Mortgaged Property at the reasonable request of the Collateral Agent as promptly as practicable after the issuance of such Secured Exchange Notes to confirm that the Obligations in respect of the Secured Exchange Notes are secured by a first-priority lien on such Mortgaged Property.

Pari Passu Intercreditor Arrangements

On the Issue Date, the Trustee executed a joinder to the Intercreditor Agreement, with respect to the Collateral, which may be further amended or supplemented from time to time without the consent of the Holders to add other parties holding Additional First Lien Obligations (or their respective representatives).

Under the Intercreditor Agreement, the Holders will be represented by the Trustee, the Credit Agreement Secured Parties will be represented by the Credit Agreement Authorized Representative, the holders of the Existing Secured Notes will be represented by the Existing Secured Notes Trustee and the holders of each class of Additional First Lien Obligations will be represented by their respective designated agent (each, a "*Representative*"). The Intercreditor Agreement provides for the priorities and other relative rights among the Holders and the holders of other First Lien Obligations, including, among other things, that:

(1) notwithstanding the date, time, method, manner or order of grant, attachment or perfection of any Liens on the Shared Collateral securing any First Lien Obligations, the Liens securing all such First Lien Obligations shall be of equal priority; and

(2) any First Lien Obligations may be increased, extended, renewed, replaced, restated, supplemented, restructured, repaid, refunded, refinanced or otherwise amended or modified from time to time, in each case, to the extent permitted by the Secured Notes Indenture, the Credit Agreement, the indenture governing the Existing Secured Notes and any other First Lien Debt Documents, without affecting the relative priority with respect to other First Lien Obligations or the relative rights under the Intercreditor Agreement.

The Intercreditor Agreement also provides that only the "*Applicable Authorized Representative*" has the right to direct foreclosures and take other actions with respect to the Shared Collateral and that none of the other holders of First Lien Obligations or representatives in respect thereof will have any right to direct foreclosures or take such other actions. The Credit Agreement Administrative Agent will be the Applicable Authorized Representative until the earlier of (i) the date that all obligations in respect of the Credit Agreement are no longer secured by the Shared Collateral (the "*Discharge of Credit Agreement Obligations*") and (ii) the Non-Controlling Authorized Representative Enforcement Date (such earlier date, the *"Applicable Authorized Agent Date"*). At all times following the Applicable Authorized Agent Date, the Applicable Authorized Representative will be the Representative of the series of First Lien Obligations (other than the Credit Agreement Obligations) that at such time constitutes the largest outstanding principal amount of any then-outstanding series of First Lien Obligations.

The "*Non-Controlling Authorized Representative Enforcement Date*" is the date that is 90 days (throughout which 90-day period the Representative that is to replace the Applicable Authorized Representative was the Representative of the First Lien Obligations that constitute the largest outstanding principal amount of any then-outstanding series of First Lien Obligations (other than the Credit Agreement Obligations) (the "*Major Non-Controlling Authorized Representative*")) after the occurrence of both (a) an event of default under the terms of that class of First Lien Obligations and (b) the Collateral Agent's and each other Representative's receipt of written notice from that Representative certifying that (i) such Representative is the Major Non-Controlling Authorized Representative and that an event of default with respect to such First Lien Obligations has occurred and is continuing and (ii) such First Lien Obligations are currently due and payable in full (whether as a result of acceleration thereof or otherwise) in accordance with the terms of the agreement governing those First Lien Obligations; *provided*, *however*, 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 Applicable Authorized Representative has commenced and is pursuing any enforcement action with respect to such Shared Collateral or (2) at any time the Issuer or any Guarantor that has granted a security interest in such Shared Collateral is then a debtor under or with respect to (or otherwise subject to) any insolvency or liquidation proceeding.

The Applicable Authorized Representative under the Intercreditor Agreement will have the sole right to instruct the Collateral Agent to act or refrain from acting with respect to the Shared Collateral, and the Collateral Agent will not follow any instructions with respect to such Shared Collateral from any other Person. No Representative of any First Lien Obligations or other Secured Party (other than the Applicable Authorized Representative) will be entitled to instruct the Collateral Agent to commence any judicial or non-judicial 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 interests in or realize upon, or take any other action available to it in respect of, the Shared Collateral. Subject to the foregoing, 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 Collateral Agent had a senior Lien on such Shared Collateral. No Representative of any First Lien Obligations or Non-Controlling Secured Party (other than the Applicable Authorized Representative) may contest, protest or object to any foreclosure proceeding or action brought by the Applicable Authorized Representative, a Controlling Secured Party or the Collateral Agent (acting on the instructions of the Applicable Authorized Representative). The Collateral Agent and each other Representative will agree that it will not accept any Lien on any Collateral for the benefit of the Holders (other than funds deposited for the discharge or defeasance of any First Lien Obligation or cash collateral in connection with a letter of credit or in connection with the obligations of a defaulting lender) other than pursuant to the Collateral Documents. Each holder of First Lien Obligations, including the Holders of the Secured Notes by acceptance thereof, will be deemed to have agreed that it will not 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 other holder of such First Lien Obligations in all or any part of the Collateral, or any of the provisions of the Intercreditor Agreement.

If an event of default has occurred and is continuing under any documentation evidencing or governing any First Lien Obligations and the Collateral Agent is taking action to enforce rights in respect of any Collateral, any distribution is made with respect to any Shared Collateral in any bankruptcy case of the Issuer or any Grantor or any Secured Party receives any payment pursuant to any intercreditor agreement other than the Intercreditor Agreement with respect to any Collateral, the proceeds of any sale, collection or other liquidation of any such Shared Collateral by the Collateral Agent or any other holder of such First Lien Obligations and proceeds of any such distribution, as applicable, will be applied among the First Lien Obligations to the payment in full of such First Lien Obligations on a ratable basis, after payment of all amounts owing to the Collateral Agent and the other Representatives, in their capacities as such.

None of the holders of First Lien Obligations may institute any suit or assert in any suit, bankruptcy, insolvency or other proceeding any claim against the Collateral Agent or any other holder of First Lien Obligations seeking damages from or other relief by way of specific performance, instructions or otherwise with respect to any Collateral. In addition, none of the holders of First Lien Obligations may seek to have any Shared Collateral or any part thereof marshaled upon any foreclosure or other disposition of such Collateral. 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 the Intercreditor Agreement. If any holder of First Lien Obligations obtains possession of any Shared Collateral or realizes any proceeds or payment in respect thereof, in each case, as a result of the enforcement of remedies, at any time prior to the discharge of each of the First Lien Obligations, then it must hold such Shared Collateral, proceeds or payment in trust for the other holders of First Lien Obligations and promptly transfer such Shared Collateral, proceeds or payment to the Collateral Agent to be distributed in accordance with the Collateral Documents.

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 each series of First Lien Obligations upon such Shared Collateral will automatically be released and discharged; *provided* that any proceeds of any Shared Collateral realized therefrom shall be allocated and applied pursuant to the Intercreditor Agreement. The Collateral Agent and each Representative will agree to execute and deliver (at the sole cost and expense of the Grantors) all such authorizations and other instruments as shall reasonably be requested by the Applicable Authorized Representative to evidence and confirm any release of Shared Collateral provided for in the Intercreditor Agreement.

If the Issuer or any Grantor becomes subject to any bankruptcy case, the Intercreditor Agreement provides that if the Issuer or any Grantor, as debtor(s)-in-possession, move for approval of financing (the "*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, the Secured Parties agree that they will not object to any such financing or to the Liens on the Shared Collateral securing the same (the "*DIP Financing Liens*") or to any use of cash collateral that constitutes Shared Collateral, unless the Applicable Authorized Representative opposes or objects to such DIP Financing or such DIP Financing Liens or such 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 First Lien Obligations of the Controlling Secured Parties, each Non-Controlling Secured Party will confirm the priorities with respect to such Shared Collateral as set forth in the Intercreditor Agreement), in each case so long as:

(A) each series of the Secured Parties 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-a-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) each series of the Secured Parties 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-a-vis the Secured Parties as set forth in the Intercreditor Agreement;

(C) if any amount of such DIP Financing or cash collateral is applied to repay any of the First Lien Obligations, such amount is applied pursuant to the Intercreditor 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 are applied pursuant to the Intercreditor Agreement;

provided that each series of the Secured Parties will 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 Representative that do not constitute Shared Collateral; and *provided*, *however*, 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.

Notwithstanding the foregoing, the holders of each series of First Lien Obligations (and not the Secured Parties of any other series) will bear the risk of (i) any determination by a court of competent jurisdiction that (x) any of the First Lien Obligations of such series are unenforceable under applicable law or are subordinated to any other obligations (other than another series of First Lien Obligations), (y) any of the First Lien Obligations of such series do not have an enforceable security interest in any of the Collateral securing any other series of First

Lien Obligations and/or (z) any intervening security interest that may exist securing other obligations (other than another series of First Lien Obligations) on a basis ranking prior to the security interest of such series of First Lien Obligations but junior to the security interest of any other series of First Lien Obligations and (ii) the existence of any Collateral for any other series of First Lien Obligations that is not Shared Collateral (any such condition referred to in the foregoing clause (i) or (ii) with respect to any series of First Lien Obligations, an "*Impairment*" of such series). In the event of any Impairment with respect to any series of First Lien Obligations, the results of such Impairment will be borne solely by the holders of such series of First Lien Obligations, and the rights of the holders of such series of First Lien Obligations (including the right to receive distributions in respect of such series of First Lien Obligations pursuant to the terms of the Intercreditor Agreement) set forth in the Intercreditor Agreement will be modified to the extent necessary so that the effects of such Impairment are borne solely by the holders of the series of such First Lien Obligations subject to such Impairment. Accordingly, 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 First Lien Obligations but senior (as determined by appropriate legal proceedings in the case of any dispute) to the security interest of any other series of First Lien 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 proceeds distributed in respect of the series of such First Lien Obligations subject to such impairment from the Shared Collateral. Additionally, in the event the First Lien Obligations of any series are modified pursuant to applicable law (including pursuant to Section 1129 of the Bankruptcy Code), any reference to such First Lien Obligations or the Collateral Documents governing such First Lien Obligations will refer to such First Lien Obligations or such documents as so modified.

Certain Limitations on the Collateral

No appraisals of any of the Collateral have been prepared by or on behalf of the Issuer or any Guarantor in connection with the issuance of the Secured Notes. The value of the Collateral in the event of liquidation will depend on many factors. Consequently, liquidating the Collateral may not produce proceeds in an amount sufficient to pay any amounts due on the Secured Notes. See "Risk Factors—Risks Related to Collateral Arrangements on the Secured Exchange Notes—The collateral may not be valuable enough to satisfy all the obligations secured by such collateral and, in certain circumstances, can be released without the consent of the trustee or the holders of the Secured Exchange Notes."

The fair market value of the Collateral is subject to fluctuations based on a number of factors, including, among others, prevailing interest rates, the ability to sell the Collateral in an orderly sale, general economic conditions, the availability of buyers and similar factors. The amount to be received upon a sale of the Collateral will be dependent on numerous factors, including the actual fair market value of the Collateral at such time, the timing and the manner of the sale and the availability of buyers. By its nature, some of the Collateral may be illiquid and may have no readily ascertainable market value or market. In the event of a foreclosure, liquidation, bankruptcy or similar proceeding, we cannot assure you that the proceeds from any sale or liquidation of the Collateral will be sufficient to pay the Issuer's and the Guarantors' Obligations in respect of the Secured Notes and the Secured Note Guarantees. Any claim for the difference between the amount, if any, realized by Holders from the sale of Collateral securing the Secured Notes and the Obligations in respect of the Secured Notes and the Secured Note Guarantees will rank equally in right of payment with all of the Issuer's and the Guarantors' other unsecured senior debt and other unsubordinated obligations, including trade payables. To the extent that third parties establish Liens on the Collateral, such third parties could have rights and remedies with respect to the assets subject to such Liens that, if exercised, could adversely affect the value of the Collateral or the ability of the Collateral Agent or the Holders to realize or foreclose on the Collateral. The Issuer may also issue additional Secured Notes after the Issue Date as described above or otherwise incur Obligations which would be secured by the Collateral, the effect of which would be to increase the amount of Indebtedness secured equally and ratably by the Collateral. The ability of the Holders to realize on the Collateral may also be subject to certain bankruptcy law limitations in the event of a bankruptcy. See "—Certain Bankruptcy Limitations."

Limitation on Collateral Consisting of Subsidiary Securities

The Secured Exchange Notes are subject to Rule 3-16 of Regulation S-X under the Securities Act. Accordingly, under the terms of the Secured Notes Indenture, the stock, other Capital Stock and other securities of a Subsidiary of Holdings otherwise constituting Collateral will constitute Collateral for the benefit of the Holders only to the extent that such stock, Capital Stock and other securities can secure the Secured Notes without Rule 3-16 of Regulation S-X under the Securities Act (or any other U.S. Federal law, rule or regulation) requiring separate financial statements of such Subsidiary to be filed with the SEC (or any other U.S. Federal government agency). In the event that Rule 3-16 of Regulation S-X under the Securities Act (or any such other U.S. Federal law, rule or regulation) requires or is amended, modified or interpreted by the SEC to require (or is replaced with another rule or regulation, or any other law, rule or regulation is adopted, which would require) the filing with the SEC (or any other governmental agency) of separate financial statements of any Subsidiary due to the fact that such Subsidiary's stock, Capital Stock or other securities secure the Secured Notes, then the stock, Capital Stock and other securities of such Subsidiary shall automatically be deemed not to be part of the Collateral for the benefit of the Holders (but only to the extent necessary to not be subject to such requirement) and such excluded portion of the stock, Capital Stock and other securities is referred to as the "*Excluded Stock Collateral*."

However, if Rule 3-16 of Regulation S-X under the Securities Act is thereafter amended, modified or interpreted by the SEC to permit (or is replaced with another rule or regulation, or any law, rule or regulation is adopted, which would permit) such Subsidiary's stock, Capital Stock and other securities to secure the Secured Notes in excess of the amount then pledged without filing with the SEC (or any other U.S. Federal governmental agency) of separate financial statements of such Subsidiary, then the stock, Capital Stock and other securities of such Subsidiary shall automatically be deemed to be a part of the Collateral for the benefit of the Holders (but only to the extent necessary to not be subject to any such financial statement requirement).

In accordance with the limitations described in the two immediately preceding paragraphs, the Collateral for the benefit of the Holders includes stock, other Capital Stock and other securities of certain existing and future Subsidiaries of Holdings only to the extent that the par value, book value as carried by us or market value, whichever is greatest, of such stock, other Capital Stock and other securities (on a Subsidiary-by-Subsidiary basis) is less than 20% of the aggregate principal amount of the Secured Notes outstanding. As a result, holders of the Secured Exchange Notes could lose a significant portion of their security interest in the stock, equity interests or other securities of those subsidiaries whose stock or other securities would otherwise be pledged following the time of registration. In addition, the list of our subsidiaries whose pledged stock or other securities is limited by the provision related to Rule 3-16 of Regulation S-X noted above may change as the applicable value of such pledged stock or other securities or the outstanding principal amount of the Secured Exchange Notes changes. We conduct substantially all of our business through our subsidiaries, some of which may have capital stock with a value in excess of 20% of the aggregate principal amount of the Secured Notes. The lenders under the Credit Faclity are not subject to such limitation and thus may have more valuable security interests and different interests as a result thereof. See "Risk Factors—Risks Related to Collateral Arrangements on the Secured Notes —The securities of our subsidiaries that would otherwise be pledged to secure the Secured Exchange Notes, subject to certain exceptions, will not be included in the collateral to the extent and for so long as that pledge would require the filing of separate financial statements with the SEC for that subsidiary. As a result, the Secured Exchange Notes may be secured by less collateral than the Credit Facility and certain of our other first lien obligations."

Certain Bankruptcy Limitations

In addition to the limitations described above, the right of the Collateral Agent to obtain possession, exercise control over or dispose of the Collateral following an event of default is likely to be significantly impaired by applicable bankruptcy law if the Issuer or any Guarantor were to have become a debtor under the U.S. Bankruptcy Code prior to the Collateral Agent having obtained possession, exercised control over or disposed of the Collateral. Upon the commencement of a case for relief, under the U.S. Bankruptcy Code, a

secured creditor is prohibited by the automatic stay from obtaining possession of its collateral from a debtor in a bankruptcy case, or from exercising control over or disposing of collateral taken from such debtor, without bankruptcy court approval. Moreover, the U.S. Bankruptcy Code permits the debtor in certain circumstances to continue to retain and to use collateral owned as of the date of the bankruptcy filing (and the proceeds, products, offspring, rents or profits of such collateral) even though the debtor is in default under the applicable debt instruments, provided that the secured creditor is given "adequate protection."

The term "adequate protection" is not defined in the U.S. Bankruptcy Code, but it includes making periodic cash payments, providing an additional or replacement Lien or granting other relief, in each case to the extent that the collateral decreases in value during the pendency of the bankruptcy case as a result of, among other things, the imposition of the automatic stay, the use, sale or lease of such collateral or any grant of a "priming lien" in connection with DIP Financing. The type of adequate protection provided to a secured creditor will vary according to the circumstances. In view of the lack of a precise definition of the term "adequate protection" and the broad discretionary powers of a bankruptcy court, it is impossible to predict whether or when the Collateral Agent could repossess or dispose of the Collateral, or whether or to what extent Holders would be compensated for any delay in payment or decrease in value of the Collateral through the requirement of "adequate protection."

Furthermore, in the event a bankruptcy court determines the value of the Collateral (after giving effect to any prior or *pari passu* Liens) is not sufficient to repay all amounts due on the Secured Notes, the Holders would hold secured claims to the extent of the value of the Collateral and would hold unsecured claims with respect to any shortfall. Under the U.S. Bankruptcy Code, a secured creditor's claim includes interest and any reasonable fees, costs or charges provided for under the agreement under which such claim arose only if and to the extent the claims are oversecured. In addition, if the Issuer or the Guarantors were to become the subject of a bankruptcy case, the bankruptcy court, among other things, may void certain prepetition transfers made by the entity that is the subject of the bankruptcy filing, including, without limitation, transfers held to be preferences or fraudulent conveyances. See "Risk Factors—Risks Related to the Exchange Notes and Our Indebtedness—Federal and state statutes allow courts, under specific circumstances, to void the Exchange Notes, guarantees or, in the case of the Secured Exchange Notes, security interests and courts could require noteholders to return payments received from us or the guarantors."

In the event the Issuer or any Guarantor becomes a debtor in a bankruptcy case, the Issuer or such Guarantor may enter into DIP Financing in such case. As a result of such DIP Financing, the Liens on the Collateral securing the Secured Notes and the Secured Note Guarantees may, without any further action or consent by the Trustee, the Collateral Agent or the Holders, be made junior and subordinated to Liens granted to secure such DIP Financing so long as the Issuer or the applicable Guarantor can show that (i) it could not obtain credit otherwise and (ii) there is adequate protection of the interest of the holder of the Lien on the assets on which such priming Lien is proposed to be granted. In addition, as described under "—Pari Passu Intercreditor Arrangements," pursuant to the Intercreditor Agreement, Holders will not be permitted to object to certain DIP Financings and may be required to subordinate their Liens in connection with certain DIP Financings. See "Risk Factors—Risks Related to the Collateral Arrangements on the Secured Notes—Bankruptcy laws may limit the ability of holders of the Secured Exchange Notes to realize value from the collateral."

Release

The Liens on the Collateral will be released with respect to the Secured Notes and the Secured Note Guarantees:

(i) in whole, upon payment in full of the principal of, accrued and unpaid interest, if any, and premium, if any, on the Secured Notes;

(ii) in whole, upon satisfaction and discharge of the Secured Notes Indenture as described under "—Satisfaction and Discharge";

(iii) in whole, upon a legal defeasance or covenant defeasance as described under "—Defeasance";

(iv) in part, as to any property or asset constituting Collateral (A) that is sold or otherwise disposed of or deemed disposed of in a transaction permitted by "—Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock," (B) that is owned by a Subsidiary Guarantor to the extent such Subsidiary Guarantor has been released from its Secured Note Guarantee in accordance with the Secured Notes Indenture or (C) otherwise in accordance with, and as expressly provided for under, the Secured Notes Indenture and the Collateral Documents;

(v) as described under "—Pari Passu Intercreditor Arrangements";

(vi) with respect to any particular item of Collateral, upon release by the Collateral Agent of the liens on such item of Collateral securing the Credit Agreement Obligations and the substantially concurrent release of the liens on such item of Collateral securing any other First Lien Obligations (other than the Secured Notes); *provided*, *however*, that there is then outstanding under the Credit Agreement aggregate debt and debt commitments in an amount that exceeds the aggregate principal amount of the then outstanding Secured Notes; *provided*, *further*, *however* that this clause (vi) shall not apply with respect to a release of all or substantially all of the Collateral;

(vii) to the extent any particular item of Collateral becomes an Excluded Asset;

(viii) as described under "Certain Covenants—Suspension of Covenants and Release of Collateral and Guarantees on Achievement of Investment Grade Status"; *provided* that the Liens on the Collateral in favor of the Secured Notes will be reinstated upon the occurrence of the Reversion Date; or

(ix) as described under "—Amendments and Waivers."

Upon any sale or disposition of Collateral in compliance with the Secured Notes Indenture and the Collateral Documents, the Liens in favor of the Collateral Agent on such Collateral and (subject to the provisions described under "—After-Acquired Property") all proceeds thereof shall automatically terminate and be released and the Collateral Agent will execute and deliver such documents and instruments as the Issuer and the Guarantors may request to evidence such termination and release (without recourse or warranty) without the consent of the Holders.

To the extent required by law, the Issuer will furnish to the Collateral Agent and the Trustee, prior to each proposed release of Collateral pursuant to the Collateral Documents and the Secured Notes Indenture, an Officers' Certificate and Opinion of Counsel and such other documentation as is required by the Secured Notes Indenture.

To the extent required by law, the Issuer will cause TIA §313(b), relating to reports, and TIA §314(d), relating to the release of property or securities or relating to the substitution therefor of any property or securities to be subjected to the Lien of the Collateral Documents, to be complied with. Any certificate or opinion required by TIA §314(d) may be made by an Officer except in cases where TIA §314(d) requires that such certificate or opinion be made by an independent Person, which Person will be an independent engineer, appraiser or other expert selected or reasonably satisfactory to the Trustee.

Notwithstanding anything to the contrary in the preceding paragraph, the Issuer will not be required to comply with all or any portion of TIA §314(d) if it determines, in good faith based on advice of counsel, that under the terms of TIA §314(d) and/or any interpretation or guidance as to the meaning thereof of the SEC and its staff, including "no action" letters or exemptive orders, all or any portion of TIA §314(d) is inapplicable to the released Collateral.

The Issuer will not be required to comply with TIA §314(d) with respect to any of the following:

(a) cash payments (including for the scheduled repayment of Indebtedness) in the ordinary course of business or consistent with past practice;

(b) sales or other dispositions of inventory in the ordinary course of business or consistent with past practice;

(c) collections, sales or other dispositions of accounts receivable in the ordinary course of business or consistent with past practice; and

(d) sales or other dispositions in the ordinary course of business or consistent with past practice of any property the use of which is no longer necessary or desirable in, and is not material to, the conduct of the business of the Issuer and its Subsidiaries;

provided, however, the Issuer's right to rely on the above will be conditioned upon the Issuer's delivering to the Trustee, within 30 calendar days following the end of each fiscal year, an Officers' Certificate to the effect that all releases during such period in respect of which the Issuer did not comply with TIA §314(d) in reliance on the above were made in the ordinary course of business or consistent with past practice.

The Issuer will otherwise comply with the provisions of TIA §314.

Book-Entry, Delivery and Form

Except as set forth below, Secured Exchange Notes will be issued in registered, global form in minimum denominations of $2,000 and integral multiples of $1,000 in excess of $2,000. Secured Exchange Notes initially will be represented by one or more global notes in registered form without interest coupons (collectively referred to herein as the "*Global Notes*." The Global Notes will be deposited upon issuance with the Trustee as custodian of a direct or indirect participant in DTC as described below.

Except as set forth below, the Global Notes may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee. Beneficial interests in the Global Notes may not be exchanged for Secured Notes in certificated form except in the limited circumstances described below. See "—Exchange of Global Notes for Certificated Notes." Except in the limited circumstances described below, owners of beneficial interests in the Global Notes will not be entitled to receive physical delivery of Secured Notes in certificated form.

Depository Procedures

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

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

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

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

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

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

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

Payments in respect of the principal of, and interest and premium and Additional Interest, if any, on a Global Note registered in the name of DTC or its nominee will be payable to DTC in its capacity as the registered Holder under the Secured Notes Indenture. Under the terms of the Secured Notes Indenture, the Issuer and the Trustee will treat the Persons in whose names the Secured Notes, including the Global Notes, are registered as the owners of the Secured Notes for the purpose of receiving payments and for all other purposes. Consequently, neither the Issuer, the Trustee nor any agent of the Issuer or the Trustee has or will have any responsibility or liability for:

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

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

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

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

DTC has advised the Issuer that it will take any action permitted to be taken by a Holder of Secured Notes only at the direction of one or more Participants to whose account DTC has credited the interests in the Global Notes and only in respect of such portion of the aggregate principal amount of the Secured Notes as to which

such Participant or Participants has or have given such direction. However, if there is an Event of Default under the Secured Notes, DTC reserves the right to exchange the Global Notes for legended Secured Notes in certificated form, and to distribute such Secured Notes to its Participants.

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

Exchange of Global Notes for Certificated Notes

A Global Note is exchangeable for Certificated Notes if:

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

(2) the Issuer, at its option, notifies the Trustee in writing that it elects to cause the issuance of the Certificated Notes; or

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

In addition, beneficial interests in a Global Note may be exchanged for Certificated Notes upon prior written notice given to the Trustee by or on behalf of DTC in accordance with the Secured Notes Indenture. In all cases, Certificated Notes delivered in exchange for any Global Note or beneficial interests in Global Notes will be registered in the names, and issued in any approved denominations, requested by or on behalf of the depositary (in accordance with its customary procedures) and will bear the applicable restrictive legend, unless that legend is not required by applicable law.

Exchange of Certificated Notes for Global Notes

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

Same Day Settlement and Payment

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

Ranking

Senior Indebtedness versus Secured Notes

The Secured Notes will be senior secured obligations of the Issuer and will rank equal in right of payment to all of the Issuer's existing and future indebtedness that is not subordinated in right of payment to the Secured Notes, will be senior to all of the Issuer's existing and future indebtedness that is subordinated in right of payment to the Secured Notes and will be effectively senior to all of the Issuer's existing and future unsecured

indebtedness to the extent of the value of the assets securing the Secured Notes (after giving effect to the sharing of such value with holders of equal or prior ranking liens on such Collateral). The Secured Note Guarantees will be senior secured obligations of each Guarantor and will rank equal in right of payment to all of the existing and future indebtedness of each Guarantor that is not subordinated in right of payment to the applicable Secured Note Guarantee, will be senior to all of the existing and future indebtedness of each Guarantor that is subordinated in right of payment to the applicable Secured Note Guarantee and will be effectively senior to all of the existing and future unsecured indebtedness of each Guarantor to the extent of the value of the assets securing the applicable Secured Note Guarantee (after giving effect to the sharing of such value with holders of equal or prior ranking liens on such Collateral). The Secured Notes and the Secured Note Guarantees will be secured by liens on certain assets that also secure the Credit Agreement Obligations and the Obligations in respect of the Existing Secured Notes. The Secured Notes and the Secured Note Guarantees will be effectively junior in right of payment to liabilities of any subsidiary of Holdings that will not be the Issuer or a Guarantor. See "—Collateral" for a description of the Collateral and the lien priority with respect thereto.

As of June 30, 2014, the total liabilities of our Non-Guarantor Subsidiaries accounted for approximately $17.1 billion, or 75.3%, of our total liabilities. As of June 30, 2014, we had approximately $9.8 billion aggregate principal amount of senior secured indebtedness outstanding, approximately $6.2 billion of senior unsecured indebtedness outstanding and an additional approximately $917 million that we would have been able to borrow under our revolving credit facility.

Liabilities of Subsidiaries versus Notes

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

Although the Secured Notes Indenture limits the incurrence of Indebtedness and preferred stock by certain of our Subsidiaries, such limitation is subject to a number of significant qualifications and exceptions. Such Indebtedness may be secured Indebtedness that has a prior or pari passu claim on the Collateral or a claim on assets not constituting Collateral. Any such claim on the Collateral by holders of such Indebtedness may provide those holders rights with respect to the Collateral, including enforcement of the related Liens, that may diminish the value of the Collateral in favor of the Secured Notes. Moreover, the Secured Notes Indenture does not impose any limitation on the incurrence by such Subsidiaries of liabilities that are not considered Indebtedness under the Secured Notes Indenture. See "—Certain Covenants—Limitation on Indebtedness."

Optional Redemption

Except as set forth in the next three paragraphs, the Secured Notes are not redeemable at the option of the Issuer.

At any time and from time to time prior to February 1, 2017, the Issuer may redeem the Secured Notes in whole or in part, at its option, upon not less than 30 nor more than 60 days' prior notice at a redemption price equal to 100% of the principal amount of the Secured Notes to be redeemed plus the Applicable Premium as of, and accrued and unpaid interest (including any Additional Interest), if any, to the redemption date.

At any time and from time to time on or after February 1, 2017, the Issuer may redeem the Secured Notes in whole or in part, upon not less than 30 nor more than 60 days' notice at a redemption price equal to the

percentage of principal amount set forth below plus accrued and unpaid interest (including any Additional Interest), if any, on the Secured Notes redeemed, to the applicable date of redemption, if redeemed during the twelve-month period beginning on of the years indicated below:

Year	Percentage
2017	103.844%
2018	102.563%
2019	101.281%
2020 and thereafter	100.000%

At any time and from time to time prior to February 1, 2017, the Issuer may redeem Secured Notes with the net cash proceeds received by the Issuer from any Equity Offering (other than Excluded Contributions) at a redemption price (expressed as a percentage of principal amount) equal to 105.125% plus accrued and unpaid interest (including any Additional Interest), if any, to the redemption date, in an aggregate principal amount for all such redemptions not to exceed 40% of the original aggregate principal amount of the Secured Notes (including Additional Secured Notes); *provided* that:

(1) in each case the redemption takes place not later than 180 days after the closing of the related Equity Offering, and

(2) not less than 50% of the original aggregate principal amount of the Secured Notes issued under the Secured Notes Indenture remains outstanding immediately thereafter (excluding Secured Notes held by the Issuer or any of its Restricted Subsidiaries).

Notice of redemption will be provided as set forth under "—Selection and Notice" below.

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

If the optional redemption date is on or after an interest record date and on or before the related interest payment date, the accrued and unpaid interest will be paid to the Person in whose name the Secured Note is registered at the close of business on such record date, and no additional interest will be payable to Holders whose Secured Notes will be subject to redemption by the Issuer.

Unless the Issuer defaults in the payment of the redemption price, interest will cease to accrue on the Secured Notes or portions thereof called for redemption on the applicable redemption date.

Sinking Fund

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

Selection and Notice

If less than all of the Secured Notes are to be redeemed at any time, the Trustee will select the Secured Notes for redemption in compliance with the requirements of the principal securities exchange, if any, on which the Secured Notes are listed, as certified to the Trustee by the Issuer, and in compliance with the applicable requirements of DTC, or if the Secured Notes are not so listed or such exchange prescribes no method of selection and the Secured Notes are not held through DTC or DTC prescribes no method of selection, on a pro

rata basis, subject to adjustments so that no Secured Note in an unauthorized denomination is redeemed in part; *provided*, *however*, that no Secured Note of $2,000 in aggregate principal amount or less will be redeemed in part.

Notices of redemption will be delivered electronically or mailed by first-class mail at least 30 days but not more than 60 days before the redemption date to each Holder of Secured Notes to be redeemed at the address of such Holder appearing in the security register or otherwise in accordance with the applicable procedures of DTC, except that redemption notices may be delivered electronically or mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Secured Notes or a satisfaction and discharge of the Secured Notes Indenture.

If any Secured Note is to be redeemed in part only, the notice of redemption that relates to that Secured Note will state the portion of the principal amount thereof to be redeemed, in which case a portion of the original Secured Note will be issued in the name of the Holder thereof upon cancellation of the original Secured Note. In the case of a global note, an appropriate notation will be made on such Secured Note to decrease the principal amount thereof to an amount equal to the unredeemed portion thereof. Subject to the terms of the applicable redemption notice (including any conditions contained therein), Secured Notes called for redemption become due on the date fixed for redemption. On and after the redemption date, unless the Issuer defaults in the payment of the redemption price, interest ceases to accrue on Secured Notes or portions of them called for redemption.

Change of Control

The Secured Notes Indenture provides that if a Change of Control occurs, unless the Issuer has previously or concurrently delivered a redemption notice with respect to all the outstanding Secured Notes as described under "—Optional Redemption" and subject to the sixth succeeding paragraph, the Issuer will make an offer to purchase all of the Secured Notes pursuant to the offer described below (the "*Change of Control Offer*") at a price in cash (the "*Change of Control Payment*") equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest (including any Additional Interest), if any, to but excluding the date of repurchase, subject to the right of Holders of the Secured Notes of record on the relevant record date to receive interest due on the relevant interest payment date. Within 30 days following any Change of Control, the Issuer will deliver notice of such Change of Control Offer electronically or by first-class mail, with a copy to the Trustee, to each Holder of Secured Notes at the address of such Holder appearing in the security register or otherwise in accordance with the applicable procedures of DTC, describing the transaction or transactions that constitute the Change of Control and offering to repurchase the Secured Notes for the specified purchase price on the date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is delivered, pursuant to the procedures required by the Secured Notes Indenture and described in such notice.

The Issuer will comply, to the extent applicable, with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of Secured Notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of the Secured Notes Indenture, the Issuer will comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in the Secured Notes Indenture by virtue thereof.

Except as described above with respect to a Change of Control, the Secured Notes Indenture does not contain provisions that permit the Holders of the Secured Notes to require that the Issuer repurchase or redeem the Secured Notes in the event of a takeover, recapitalization or similar transaction.

The Credit Agreement provides, and future credit agreements or other agreements to which the Issuer becomes a party may provide, that certain change of control events with respect to the Issuer would constitute a default thereunder (including a Change of Control under the Secured Notes Indenture) and may prohibit or limit the Issuer from purchasing any Secured Notes pursuant to this covenant. In the event the Issuer is prohibited

from purchasing the Secured Notes, the Issuer could seek the consent of its lenders to the purchase of the Secured Notes or could attempt to refinance the borrowings that contain such prohibition. If the Issuer does not obtain such consent or repay such borrowings, they will remain prohibited from purchasing the Secured Notes. In such case, the Issuer's failure to purchase tendered Secured Notes would constitute an Event of Default under the Secured Notes Indenture.

Our ability to pay cash to the Holders of Secured Notes following the occurrence of a Change of Control may be limited by our then-existing financial resources. Therefore, sufficient funds may not be available when necessary to make any required repurchases. The Change of Control purchase feature of the Secured Notes may in certain circumstances make more difficult or discourage a sale or takeover of us and, thus, the removal of incumbent management. The Change of Control purchase feature is a result of negotiations between the Initial Purchasers and us. We have no present intention to engage in a transaction involving a Change of Control, although it is possible that we could decide to do so in the future.

Subject to the limitations discussed below, we could, in the future, enter into certain transactions, including acquisitions, refinancings or other recapitalizations, that would not constitute a Change of Control under the Secured Notes Indenture, but that could increase the amount of Indebtedness outstanding at such time or otherwise affect our capital structure or credit ratings. Restrictions on our ability to incur additional Indebtedness are contained in the covenants described under "—Certain Covenants—Limitation on Indebtedness" and "—Certain Covenants—Limitation on Liens." Such restrictions in the Secured Notes Indenture can be waived only with the consent of the Holders of a majority in principal amount of the Secured Notes then outstanding. Except for the limitations contained in such covenants, however, the Secured Notes Indenture will not contain any covenants or provisions that may afford Holders of the Secured Notes protection in the event of a highly leveraged transaction.

The Issuer will not be required to make a Change of Control Offer following a Change of Control if (1) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Secured Notes Indenture applicable to a Change of Control Offer made by the Issuer and purchases all Secured Notes validly tendered and not withdrawn under such Change of Control Offer or (2) a notice of redemption of all outstanding Secured Notes has been given pursuant to the Secured Notes Indenture as described above under the caption "—Optional Redemption," unless and until there is a default in the payment of the redemption price on the applicable Redemption Date or the redemption is not consummated for any reason on or before the 60th day after such Change of Control. Notwithstanding anything to the contrary herein, a Change of Control Offer may be made in advance of a Change of Control, conditional upon such Change of Control, if a definitive agreement is in place for the Change of Control at the time of making of the Change of Control Offer.

If Holders of not less than 90% in aggregate principal amount of the outstanding Secured Notes validly tender and do not withdraw such Secured Notes in a Change of Control Offer and the Issuer, or any third party making a Change of Control Offer in lieu of the Issuer as described above, purchases all of the Secured Notes validly tendered and not withdrawn by such Holders, the Issuer or such third party will have the right, upon not less than 30 nor more than 60 days' prior notice, given not more than 30 days following such purchase pursuant to the Change of Control Offer described above, to redeem all Secured Notes that remain outstanding following such purchase at a price in cash equal to 101% of the principal amount thereof plus accrued and unpaid interest (including Additional Interest), if any, to but excluding the date of redemption.

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

The provisions under the Secured Notes Indenture relative to the Issuer's obligation to make an offer to repurchase the Secured Notes as a result of a Change of Control may be waived or modified with the written consent of the Holders of a majority in principal amount of the Secured Notes then outstanding.

Certain Covenants

Set forth below are summaries of certain covenants that are contained in the Secured Notes Indenture.

Suspension of Covenants and Release of Collateral and Guarantees on Achievement of Investment Grade Status

Following the first day after the Issue Date that:

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

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

then, beginning on that day and continuing until the Reversion Date (as defined below), the Secured Note Guarantees shall be released, the Liens on the Collateral securing the Secured Notes shall be released and the Issuer and its Restricted Subsidiaries will not be subject to the provisions of the Secured Notes Indenture summarized under the following headings (collectively, the "*Suspended Covenants*"):

- "—Limitation on Restricted Payments,"
- "—Limitation on Indebtedness,"
- "—Limitation on Restrictions on Distributions from Restricted Subsidiaries,"
- "—Limitation on Affiliate Transactions,"
- "—Limitation on Sales of Assets and Subsidiary Stock,"
- "—Limitation on Guarantees," and
- the provisions of clause (3) of the first paragraph of "—Merger and Consolidation."

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

On the Reversion Date, all Indebtedness Incurred during the Suspension Period will be classified to have been Incurred pursuant to the first paragraph of "—Limitation on Indebtedness" or one of the clauses set forth in the second paragraph of "—Limitation on Indebtedness" (to the extent such Indebtedness would be permitted to

be Incurred thereunder as of the Reversion Date and after giving effect to the Indebtedness Incurred prior to the Suspension Period and outstanding on the Reversion Date). To the extent such Indebtedness would not be so permitted to be Incurred pursuant to the first and second paragraphs of "—Limitation on Indebtedness," such Indebtedness will be deemed to have been outstanding on the Issue Date, so that it is classified as permitted under clause (4)(c) of the second paragraph of "—Limitation on Indebtedness." Calculations made after the Reversion Date of the amount available to be made as Restricted Payments under "—Limitation on Restricted Payments" will be made as though the covenants described under "—Limitation on Restricted Payments" had been in effect since the Issue Date and throughout the Suspension Period; *provided*, *however,* that, no Subsidiaries may be designated as Unrestricted Subsidiaries during the Suspension Period, unless such designation would have complied with the covenant described under "—Limitation on Restricted Payments" as if such covenant would have been in effect during such period. Accordingly, Restricted Payments made during the Suspension Period will reduce the amount available to be made as Restricted Payments under the first paragraph of "—Limitation on Restricted Payments."

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

Limitation on Indebtedness

The Issuer will not, and will not permit any of its Restricted Subsidiaries to, Incur any Indebtedness (including Acquired Indebtedness); *provided, however*, that the Issuer and any of the Subsidiary Guarantors may Incur Indebtedness (including Acquired Indebtedness), if on the date of such Incurrence and after giving pro forma effect thereto (including pro forma application of the proceeds thereof), the Fixed Charge Coverage Ratio for the Issuer and its Restricted Subsidiaries is greater than 2.00 to 1.00.

The first paragraph of this covenant will not prohibit the Incurrence of the following Indebtedness:

(1) Indebtedness of the Issuer and the Subsidiary Guarantors Incurred pursuant to any Credit Facility (including letters of credit or bankers' acceptances issued or created under any Credit Facility), and any Guarantees by the Issuer or any Subsidiary Guarantor in respect of such Indebtedness, in a maximum aggregate principal amount of all Indebtedness incurred under this clause (1) and clause (15) below at any time outstanding not exceeding (i) $9,375.0 million, plus (ii) in the case of any refinancing of any Indebtedness permitted under this clause or any portion thereof, the aggregate amount of fees, underwriting discounts, accrued and unpaid interest, premiums and other costs and expenses Incurred in connection with such refinancing;

(2) Guarantees by the Issuer or any Subsidiary Guarantor of Indebtedness of the Issuer or any Restricted Subsidiary so long as the Incurrence of such Indebtedness is permitted under the terms of the Secured Notes Indenture;

(3) Indebtedness of the Issuer owing to and held by any Restricted Subsidiary or Indebtedness of a Restricted Subsidiary owing to and held by the Issuer or any Restricted Subsidiary; *provided*, *however*, that:

(a) any subsequent issuance or transfer of Capital Stock or any other event which results in any such Indebtedness being beneficially held by a Person other than the Issuer or a Restricted Subsidiary; and

(b) any sale or other transfer of any such Indebtedness to a Person other than the Issuer or a Restricted Subsidiary,

shall be deemed, in each case, to constitute an Incurrence of such Indebtedness by the Issuer or such Restricted Subsidiary, as the case may be;

(4) Indebtedness represented by (a) the Secured Notes (other than any Additional Secured Notes), including any Guarantee thereof, (b) any Secured Exchange Notes issued in exchange for such Secured Notes, including any Guarantee thereof, (c) any Indebtedness (other than Indebtedness incurred pursuant to clauses (1), (3) and (4)(a)) outstanding on the Issue Date (including the Unsecured Notes issued on the Issue Date),

including any Guarantee thereof (including any exchange notes and related exchange guarantees issued in respect of such Unsecured Notes), (d) Refinancing Indebtedness Incurred in respect of any Indebtedness described in this clause, clause (5) of this paragraph (subject to the extent the Indebtedness being Refinanced was incurred under subclause (c) to clause (5) (or is Refinancing Indebtedness in respect thereof), to the requirements of subclause (c) to clause (5)) or clause (10) of this paragraph or Incurred pursuant to the first paragraph of this covenant, and (e) Management Advances;

(5) (x) Indebtedness of the Issuer or any Subsidiary Guarantor Incurred or issued to finance an acquisition or (y) Acquired Indebtedness; *provided, however,* that after giving pro forma effect to such acquisition, merger or consolidation, and the Incurrence of such Indebtedness (including pro forma application of the proceeds thereof, either:

(a) the Issuer would be permitted to Incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of this covenant,

(b) the Fixed Charge Coverage Ratio of the Issuer and the Restricted Subsidiaries would not be lower than such ratio immediately prior to such acquisition, merger or consolidation, or

(c) such Indebtedness constitutes Acquired Indebtedness (other than Indebtedness Incurred in contemplation of the transaction or series of related transactions pursuant to which such Persons became a Restricted Subsidiary or was otherwise acquired by the Issuer or a Restricted Subsidiary); *provided* that the only obligors with respect to such Indebtedness and any Refinancing Indebtedness in respect thereof shall be those Persons who were obligors of such Indebtedness prior to such acquisition, merger or consolidation;

(6) Hedging Obligations (excluding Hedging Obligations entered into for speculative purposes);

(7) Indebtedness represented by Capitalized Lease Obligations or Purchase Money Obligations in an aggregate outstanding principal amount which, when taken together with the principal amount of all other Indebtedness Incurred pursuant to this clause and then outstanding, does not exceed the greater of (a) $1,100.0 million and (b) 4.0% of Total Assets at the time of Incurrence, and any Refinancing Indebtedness in respect thereof;

(8) Indebtedness in respect of (a) workers' compensation claims, self-insurance obligations, performance, indemnity, surety, judgment, appeal, advance payment, customs, value added or other tax or other guarantees or other similar bonds, instruments or obligations and completion guarantees and warranties provided by the Issuer or a Restricted Subsidiary or relating to liabilities, obligations or guarantees Incurred in the ordinary course of business or consistent with past practice, (b) the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business or consistent with past practice; *provided*, *however*, that such Indebtedness is extinguished within five Business Days of Incurrence; (c) customer deposits and advance payments received in the ordinary course of business or consistent with past practice from customers for goods or services purchased in the ordinary course of business or consistent with past practice; and (d) any customary treasury, depositary, cash management, automatic clearinghouse arrangements, overdraft protections, cash pooling or netting or setting off arrangements or similar arrangements in the ordinary course of business or consistent with past practice;

(9) Indebtedness arising from agreements providing for guarantees, indemnification, obligations in respect of earn-outs or other adjustments of purchase price or, in each case, similar obligations, in each case, Incurred or assumed in connection with the acquisition or disposition of any business or assets or Person or any Capital Stock of a Subsidiary (other than Guarantees of Indebtedness Incurred by any Person acquiring or disposing of such business or assets or such Subsidiary for the purpose of financing such acquisition or disposition)*;*

(10) [reserved];

(11) Indebtedness of Non-Guarantors in an aggregate amount not to exceed the greater of (a) $1,350.0 million and (b) 5.0% of the Total Assets at any time outstanding;

(12) Indebtedness consisting of promissory notes issued by the Issuer or any of its Subsidiaries to any current or former employee, director or consultant of the Issuer, any of its Subsidiaries or any Parent Entity (or permitted transferees, assigns, estates, or heirs of such employee, director or consultant), to finance the purchase or redemption of Capital Stock of the Issuer or any Parent Entity that is permitted by the covenant described below under "—Limitation on Restricted Payments";

(13) Indebtedness of the Issuer or any of its Restricted Subsidiaries consisting of (i) the financing of insurance premiums or (ii) take-or-pay obligations contained in supply arrangements, in each case Incurred in the ordinary course of business or consistent with past practice;

(14) Indebtedness of the Issuer or any Subsidiary Guarantor in an aggregate outstanding principal amount which, when taken together with any Refinancing Indebtedness in respect thereof and the principal amount of all other Indebtedness Incurred pursuant to this clause and then outstanding, will not exceed the greater of (a) $1,350.0 million and (b) 5.0% of Total Assets;

(15) Indebtedness Incurred pursuant to a Qualified Receivables Transaction; *provided, however,* that, at the time of such Incurrence, the Issuer would have been entitled to Incur Indebtedness pursuant to clause (1) above in an amount equal to the Receivables Transaction Amount of such Qualified Receivables Transaction;

(16) Physician Support Obligations Incurred by the Issuer or any Restricted Subsidiary; and

(17) Non-Recourse Indebtedness of Restricted Subsidiaries in an aggregate principal amount which, when taken together with all other Non-Recourse Indebtedness of Restricted Subsidiaries Incurred pursuant to this clause (17) and then outstanding does not exceed the greater of (a) $1,100.0 million and (b) 4.0% of Total Assets.

For purposes of determining compliance with, and the outstanding principal amount of any particular Indebtedness Incurred pursuant to and in compliance with, this covenant:

(1) subject to clause (3) below, in the event that all or any portion of any item of Indebtedness meets the criteria of more than one of the types of Indebtedness described in the first and second paragraphs of this covenant, the Issuer, in its sole discretion, may classify, and may from time to time reclassify under clause (2) below, such item of Indebtedness and only be required to include the amount and type of such Indebtedness in one of the clauses of the second paragraph or the first paragraph of this covenant;

(2) subject to clause (3) below, additionally, all or any portion of any item of Indebtedness may later be classified as having been Incurred pursuant to any type of Indebtedness described in the first and second paragraphs of this covenant so long as such Indebtedness is permitted to be Incurred pursuant to such provision at the time of reclassification;

(3) all Indebtedness outstanding on the Issue Date under the Credit Agreement shall be deemed to have been incurred on the Issue Date under clause (1) of the second paragraph of the description of this covenant and may not be reclassified at any time pursuant to clause (1) or (2) of this paragraph;

(4) in the case of any refinancing of any Indebtedness permitted under clause (7), (11), (14) or (17) of the second paragraph of this covenant or any portion thereof, such Indebtedness shall not include the aggregate amount of fees, underwriting discounts, premiums and other costs and expenses Incurred in connection with such refinancing;

(5) Guarantees of, or obligations in respect of letters of credit, bankers' acceptances or other similar instruments relating to, or Liens securing, Indebtedness that is otherwise included in the determination of a particular amount of Indebtedness shall not be included;

(6) if obligations in respect of letters of credit, bankers' acceptances or other similar instruments are Incurred pursuant to any Credit Facility and are being treated as Incurred pursuant to clause (1), (7), (11), (14) or (17) of the second paragraph of this covenant or the first paragraph of this covenant and the letters of credit, bankers' acceptances or other similar instruments relate to other Indebtedness, then such other Indebtedness shall not be included to the extent of the amount treated as so Incurred;

(7) the principal amount of any Disqualified Stock of the Issuer or a Restricted Subsidiary, or Preferred Stock of a Restricted Subsidiary, will be equal to the greater of the maximum mandatory redemption or repurchase price (not including, in either case, any redemption or repurchase premium) or the liquidation preference thereof;

(8) Indebtedness permitted by this covenant need not be permitted solely by reference to one provision permitting such Indebtedness but may be permitted in part by one such provision and in part by one or more other provisions of this covenant permitting such Indebtedness; and

(9) the amount of any Indebtedness outstanding as of any date shall be (a) the accreted value thereof in the case of any Indebtedness issued with original issue discount and (b) the principal amount of Indebtedness, or liquidation preference thereof, in the case of any other Indebtedness.

Accrual of interest, accrual of dividends, the accretion of accreted value, the accretion or amortization of original issue discount, the payment of interest in the form of additional Indebtedness, the payment of dividends in the form of additional shares of Preferred Stock or Disqualified Stock or the reclassification of commitments or obligations not treated as Indebtedness due to a change in GAAP, will not be deemed to be an Incurrence of Indebtedness for purposes of the covenant described under this "—Limitation on Indebtedness."

If at any time an Unrestricted Subsidiary becomes a Restricted Subsidiary, any Indebtedness of such Subsidiary shall be deemed to be Incurred by a Restricted Subsidiary of the Issuer as of such date (and, if such Indebtedness is not permitted to be Incurred as of such date under the covenant described under this "—Limitation on Indebtedness," the Issuer shall be in default of this covenant).

Notwithstanding any other provision of this covenant, the maximum amount of Indebtedness that the Issuer or a Restricted Subsidiary may Incur pursuant to this covenant shall not be deemed to be exceeded solely as a result of fluctuations in the exchange rate of currencies. The principal amount of any Indebtedness Incurred to refinance other Indebtedness, if Incurred in the same currency as the Indebtedness being refinanced, shall be calculated based on the currency exchange rate in effect on the date such Indebtedness was originally incurred, in the case of term indebtedness, or first committed, in the case of revolving credit indebtedness. The principal amount of any Indebtedness Incurred to refinance other Indebtedness, if Incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such Refinancing Indebtedness is denominated that is in effect on the date of such refinancing.

The Secured Notes Indenture provides that the Issuer will not, and will not permit any Guarantor to, directly or indirectly, Incur any Indebtedness (including Acquired Indebtedness) that is subordinated or junior in right of payment to any Indebtedness of the Issuer or such Guarantor, as the case may be, unless such Indebtedness is expressly subordinated in right of payment to the Secured Notes or such Guarantor's Secured Note Guarantee to the extent and in the same manner as such Indebtedness is subordinated to other Indebtedness of the Issuer or such Guarantor, as the case may be.

The Secured Notes Indenture does not treat (1) unsecured Indebtedness as subordinated or junior to Secured Indebtedness merely because it is unsecured or (2) senior Indebtedness as subordinated or junior to any other senior Indebtedness merely because it has a junior priority with respect to the same collateral or is secured by different collateral.

Limitation on Restricted Payments

The Issuer will not, and will not permit any of its Restricted Subsidiaries, directly or indirectly, to:

(1) declare or pay any dividend or make any distribution on or in respect of the Issuer's or any Restricted Subsidiary's Capital Stock (including any payment in connection with any merger or consolidation involving the Issuer or any of its Restricted Subsidiaries) except:

  (a) dividends or distributions payable in Capital Stock of the Issuer (other than Disqualified Stock) or in options, warrants or other rights to purchase such Capital Stock of the Issuer; and

  (b) dividends or distributions payable to the Issuer or a Restricted Subsidiary (and, in the case of any such Restricted Subsidiary making such dividend or distribution, to holders of its Capital Stock other than the Issuer or another Restricted Subsidiary on no more than a *pro rata* basis);

(2) purchase, redeem, retire or otherwise acquire for value any Capital Stock of the Issuer or any Parent Entity of the Issuer held by Persons other than the Issuer or a Restricted Subsidiary of the Issuer;

(3) purchase, repurchase, redeem, defease or otherwise acquire or retire for value, prior to scheduled maturity, scheduled repayment or scheduled sinking fund payment, any Subordinated Indebtedness (other than (a) any such purchase, repurchase, redemption, defeasance or other acquisition or retirement in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case, due within one year of the date of purchase, repurchase, redemption, defeasance or other acquisition or retirement and (b) any Indebtedness Incurred pursuant to clause (3) of the second paragraph of the covenant described under "—Limitation on Indebtedness"); or

(4) make any Restricted Investment;

(any such dividend, distribution, purchase, redemption, repurchase, defeasance, other acquisition, retirement or Restricted Investment referred to in clauses (1) through (4) are referred to herein as a "*Restricted Payment*"), if at the time the Issuer or such Restricted Subsidiary makes such Restricted Payment:

(a) a Default or an Event of Default shall have occurred and be continuing (or would result immediately thereafter therefrom);

(b) the Issuer is not able to Incur an additional $1.00 of Indebtedness pursuant to the first paragraph under the "—Limitation on Indebtedness" covenant after giving effect, on a pro forma basis, to such Restricted Payment; or

(c) the aggregate amount of such Restricted Payment and all other Restricted Payments made since the RP Reference Date (and not returned or rescinded) (including Permitted Payments permitted below by clause (1) (without duplication) of the next succeeding paragraph, but excluding all other Restricted Payments permitted by the next succeeding paragraph) would exceed the sum of (without duplication):

  (i) 50% of Consolidated Net Income of the Issuer for the period (treated as one accounting period) from the first day of the first fiscal quarter during which the RP Reference Date occurred to the end of the most recent fiscal quarter ending prior to the date of such Restricted Payment for which internal consolidated financial statements of the Issuer are available (or, in the case such Consolidated Net Income is a deficit, minus 100% of such deficit);

  (ii) 100% of the aggregate Net Cash Proceeds, and the fair market value of property or assets or marketable securities, received by the Issuer from the issue or sale of Capital Stock (other than Disqualified Stock or Designated Preferred Stock) subsequent to the RP Reference Date or otherwise contributed to the equity (other than through the issuance of Disqualified Stock or Designated Preferred Stock) of the Issuer subsequent to the RP Reference Date (in each case other than (x) Net Cash Proceeds or property or assets or marketable securities received from an issuance or sale of such Capital Stock to a Restricted Subsidiary or an employee stock ownership plan or trust established by the Issuer or any Subsidiary of the Issuer for the benefit of its

employees to the extent funded by the Issuer or any Restricted Subsidiary, (y) Net Cash Proceeds or property or assets or marketable securities to the extent that any Restricted Payment has been made from such proceeds in reliance on clause (6) of the next succeeding paragraph and (z) Excluded Contributions);

(iii) 100% of the aggregate Net Cash Proceeds, and the fair market value of property or assets or marketable securities, received by the Issuer or any Restricted Subsidiary from the issuance or sale (other than to the Issuer or a Restricted Subsidiary of the Issuer or an employee stock ownership plan or trust established by the Issuer or any Subsidiary for the benefit of their employees to the extent funded by the Issuer or any Restricted Subsidiary) by the Issuer or any Restricted Subsidiary subsequent to the RP Reference Date of any Indebtedness, Disqualified Stock or Designated Preferred Stock that has been converted into or exchanged for Capital Stock of the Issuer (other than Disqualified Stock or Designated Preferred Stock) plus, without duplication, the amount of any cash, and the fair market value of property or assets or marketable securities, received by the Issuer or any Restricted Subsidiary upon such conversion or exchange;

(iv) 100% of the aggregate amount received in cash and the fair market value, as determined in good faith by the Issuer, of marketable securities or other property received by means of: (i) the sale or other disposition (other than to the Issuer or a Restricted Subsidiary) of Restricted Investments made by the Issuer or its Restricted Subsidiaries and repurchases and redemptions of such Restricted Investments from the Issuer or its Restricted Subsidiaries and repayments of loans or advances, and releases of guarantees, which constituted Restricted Investments by the Issuer or its Restricted Subsidiaries, in each case after the RP Reference Date; or (ii) the sale (other than to the Issuer or a Restricted Subsidiary) of the stock of an Unrestricted Subsidiary or a distribution from an Unrestricted Subsidiary (other than to the extent of the amount of the Investment that constituted a Permitted Investment) or a dividend from an Unrestricted Subsidiary after the RP Reference Date; and

(v) in the case of the redesignation of an Unrestricted Subsidiary as a Restricted Subsidiary or the merger or consolidation of an Unrestricted Subsidiary into the Issuer or a Restricted Subsidiary or the transfer of all or substantially all of the assets of an Unrestricted Subsidiary to the Issuer or a Restricted Subsidiary after the RP Reference Date, the fair market value of the Investment in such Unrestricted Subsidiary (or the assets transferred), as determined in good faith of the Issuer at the time of the redesignation of such Unrestricted Subsidiary as a Restricted Subsidiary or at the time of such merger or consolidation or transfer of assets (after taking into consideration any Indebtedness associated with the Unrestricted Subsidiary so designated or merged or consolidated or Indebtedness associated with the assets so transferred), other than to the extent of the amount of the Investment that constituted a Permitted Investment.

The foregoing provisions will not prohibit any of the following (collectively, "*Permitted Payments*"):

(1) the payment of any dividend or distribution within 60 days after the date of declaration thereof, if at the date of declaration such payment would have complied with the provisions of the Secured Notes Indenture or the redemption, repurchase or retirement of Indebtedness if, at the date of any irrevocable redemption notice, such payment would have complied with the provisions of the Secured Notes Indenture;

(2) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Capital Stock or Subordinated Indebtedness made by exchange (including any such exchange pursuant to the exercise of a conversion right or privilege in connection with which cash is paid in lieu of the issuance of fractional shares) for, or out of the proceeds of the substantially concurrent sale of, Capital Stock of the Issuer (other than Disqualified Stock or Designated Preferred Stock and other than Capital Stock sold to a Restricted Subsidiary) ("*Refunding Capital Stock*") or a substantially concurrent contribution to the equity (other than through the issuance of Disqualified Stock or Designated Preferred Stock or through an Excluded Contribution or by any Restricted Subsidiary) of the Issuer; *provided, however*, that to the

extent so applied, the Net Cash Proceeds, or fair market value of property or assets or of marketable securities, from such sale of Capital Stock or such contribution will be excluded from clause (c) of the preceding paragraph;

(3) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Subordinated Indebtedness made by exchange for, or out of the proceeds of the substantially concurrent sale of, Subordinated Indebtedness that constitutes Refinancing Indebtedness permitted to be Incurred pursuant to the covenant described under "—Limitation on Indebtedness" above;

(4) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Preferred Stock of the Issuer or a Restricted Subsidiary made by exchange for or out of the proceeds of the substantially concurrent sale of Preferred Stock (other than any exchange or sale to a Restricted Subsidiary and other than an issuance of Disqualified Stock of the Issuer or Preferred Stock of a Restricted Subsidiary to replace Preferred Stock (other than Disqualified Stock) of the Issuer) of the Issuer or a Restricted Subsidiary, as the case may be, that, in each case, is permitted to be Incurred pursuant to the covenant described under "—Limitation on Indebtedness" above;

(5) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Subordinated Indebtedness or Disqualified Stock or Preferred Stock of a Restricted Subsidiary:

(a) from Net Available Cash to the extent permitted under "—Limitation on Sales of Assets and Subsidiary Stock" below, but only if the Issuer shall have first complied with the terms described under "—Limitation on Sales of Assets and Subsidiary Stock" and purchased all Secured Notes tendered pursuant to any offer to repurchase all the Secured Notes required thereby, prior to purchasing, repurchasing, redeeming, defeasing or otherwise acquiring or retiring such Subordinated Indebtedness, Disqualified Stock or Preferred Stock;

(b) to the extent required by the agreement governing such Subordinated Indebtedness, Disqualified Stock or Preferred Stock, following the occurrence of a Change of Control (or other similar event described therein as a "change of control"), but only if the Issuer shall have first complied with the terms described under "—Change of Control" and purchased all Secured Notes tendered pursuant to the offer to repurchase all the Secured Notes required thereby, prior to purchasing, repurchasing, redeeming, defeasing or otherwise acquiring or retiring such Subordinated Indebtedness, Disqualified Stock or Preferred Stock; or

(c) consisting of Acquired Indebtedness (other than Indebtedness Incurred (A) to provide all or any portion of the funds utilized to consummate the transaction or series of related transactions pursuant to which the relevant Person became a Restricted Subsidiary or was otherwise acquired by the Issuer or a Restricted Subsidiary or (B) otherwise in connection with or contemplation of such acquisition);

(6) a Restricted Payment to pay for the repurchase, retirement or other acquisition or retirement for value of Capital Stock (other than Disqualified Stock) of the Issuer or of any Parent Entity held by any future, present or former employee, director or consultant of the Issuer, any of its Subsidiaries or of any Parent Entity (or permitted transferees, assigns, estates, trusts or heirs of such employee, director or consultant) either pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or upon the termination of such employee, director or consultant's employment or directorship; *provided*, *however*, that the aggregate Restricted Payments made under this clause (6) do not exceed $90.0 million in any calendar year (with unused amounts in any calendar year being carried over to succeeding calendar years); *provided further* that such amount in any calendar year may be increased by an amount not to exceed:

(a) the cash proceeds from the sale of Capital Stock (other than Disqualified Stock or Designated Preferred Stock or Excluded Contributions) of the Issuer and, to the extent contributed to the capital of the Issuer (other than through the issuance of Disqualified Stock or Designated Preferred Stock or an Excluded Contribution), Capital Stock of any Parent Entity, in each case to

members of management, directors or consultants of the Issuer, any of its Subsidiaries or any Parent Entity that occurred after the Issue Date, to the extent the cash proceeds from the sale of such Capital Stock have not otherwise been applied to the payment of Restricted Payments by virtue of clause (c) of the preceding paragraph; *plus*

(b) the cash proceeds of key man life insurance policies received by the Issuer and its Restricted Subsidiaries after the Issue Date; *less*

(c) the amount of any Restricted Payments made in previous calendar years pursuant to clauses (a) and (b) of this clause;

and *provided further* that cancellation of Indebtedness owing to the Issuer or any Restricted Subsidiary from members of management, directors, employees or consultants of the Issuer, or any Parent Entity or Restricted Subsidiaries in connection with a repurchase of Capital Stock of the Issuer or any Parent Entity will not be deemed to constitute a Restricted Payment for purposes of this covenant or any other provision of the Secured Notes Indenture;

(7) the declaration and payment of dividends on Disqualified Stock or Preferred Stock of a Restricted Subsidiary, Incurred in accordance with the terms of the covenant described under "—Limitation on Indebtedness" above;

(8) purchases, repurchases, redemptions, defeasances or other acquisitions or retirements of Capital Stock deemed to occur upon the exercise of stock options, warrants or other rights in respect thereof if such Capital Stock represents a portion of the exercise price thereof;

(9) dividends, loans, advances or distributions to any Parent Entity or other payments by the Issuer or any Restricted Subsidiary in amounts equal to (without duplication):

(a) the amounts required for any Parent Entity to pay any Parent Entity Expenses or any Related Taxes; or

(b) amounts constituting or to be used for purposes of making payments to the extent specified in clauses (2), (3), (5) and (11) of the second paragraph under "—Limitation on Affiliate Transactions";

(10) [reserved];

(11) payments by the Issuer, or loans, advances, dividends or distributions to any Parent Entity to make payments, to holders of Capital Stock of the Issuer or any Parent Entity in lieu of the issuance of fractional shares of such Capital Stock, *provided*, *however*, that any such payment, loan, advance, dividend or distribution shall not be for the purpose of evading any limitation of this covenant or otherwise to facilitate any dividend or other return of capital to the holders of such Capital Stock (as determined in good faith by the Board of Directors of the Issuer);

(12) Restricted Payments that are made with Excluded Contributions;

(13) (i) the declaration and payment of dividends on Designated Preferred Stock of the Issuer issued after the Issue Date and (ii) the declaration and payment of dividends on Refunding Capital Stock that is Preferred Stock; *provided*, *however*, that the amount of all dividends declared or paid pursuant to this clause shall not exceed the Net Cash Proceeds received by the Issuer or the aggregate amount contributed in cash to the equity (other than through the issuance of Disqualified Stock or an Excluded Contribution) of the Issuer, from the issuance or sale of such Designated Preferred Stock; *provided further*, in the case of clause (ii), that for the most recently ended four fiscal quarters for which internal financial statements are available immediately preceding the date of issuance of such Preferred Stock, after giving effect to such payment on a pro forma basis the Issuer would be permitted to Incur at least $1.00 of additional Indebtedness pursuant to the test set forth in the first paragraph of the covenant described under "—Limitation on Indebtedness";

(14) dividends or other distributions of Capital Stock of, or Indebtedness owed to the Issuer or a Restricted Subsidiary by, Unrestricted Subsidiaries (unless the Unrestricted Subsidiary's principal asset is cash or Cash Equivalents);

(15) distributions or payments in connection with a Qualified Receivables Transaction;

(16) any Restricted Payment made in connection with the Transactions and the fees and expenses related thereto or used to fund amounts owed to Affiliates in connection with the Transactions (including dividends to any Parent Entity of the Issuer to permit payment by such Parent Entity of such amounts);

(17) Restricted Payments (including loans or advances) in an aggregate amount outstanding at the time made not to exceed $800.0 million and 3.0% of Total Assets; *provided, however*, that, at the time of each such Restricted Payment, no Default or Event of Default shall have occurred and be continuing (or result therefrom);

(18) any Restricted Payment made by the Issuer or any Restricted Subsidiary; *provided* that, immediately after giving pro forma effect thereto and the Incurrence of any Indebtedness the net proceeds of which are used to finance such Restricted Payment, the Consolidated Total Leverage Ratio would be no greater than 3.50 to 1.00;

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

(20) Investments in Unrestricted Subsidiaries having an aggregate fair market value, taken together with all other Investments made pursuant to this clause (20) that are at the time outstanding, without giving effect to the sale of an Unrestricted Subsidiary to the extent the proceeds of such sale do not consist of cash or marketable securities received by the Issuer or a Restricted Subsidiary, not to exceed 2.5% of Total Assets at the time of such Investment (with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value); and

(21) Restricted Payments made by or in connection with the sale, disposition, transfer, dividend, distribution, contribution, or other disposition of assets, other than cash or Cash Equivalents, in an amount which, when taken together with all Restricted Payments previously made pursuant to this clause (21), does not exceed the greater of $1,100.0 million and 4.0% of Total Assets; *provided, however*, that at the time of each such Restricted Payment, no Default shall have occurred and be continuing (or result therefrom).

For purposes of determining compliance with this covenant, in the event that a Restricted Payment meets the criteria of more than one of the categories of Permitted Payments described in clauses (1) through (21) above, or is permitted pursuant to the first paragraph of this covenant, the Issuer will be entitled to classify such Restricted Payment (or portion thereof) on the date of its payment or later reclassify (based on circumstances existing at the time of such reclassification) such Restricted Payment (or portion thereof) in any manner that complies with this covenant.

The amount of all Restricted Payments (other than cash) shall be the fair market value on the date of such Restricted Payment of the asset(s) or securities proposed to be paid, transferred or issued by the Issuer or such Restricted Subsidiary, as the case may be, pursuant to such Restricted Payment. The fair market value of any cash Restricted Payment shall be its face amount, and the fair market value of any non-cash Restricted Payment, property or assets other than cash shall be determined conclusively by the Board of Directors of the Issuer acting in good faith.

As set forth in the first paragraph of this covenant, our capacity to make Restricted Payments depends in part on a calculation based on our Consolidated Net Income since, and other transactions occurring from,

July 1, 2007 or July 25, 2007, as applicable. As of June 30, 2014, we had a Restricted Payments basket of approximately $1.06 billion under subclause (c) of the first paragraph of this covenant.

Limitation on Liens

The Issuer will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create, Incur or permit to exist any Lien (the "Initial Lien") on any of its assets or properties, in each case whether owned on the Issue Date or thereafter acquired, securing any Indebtedness, other than:

(1) in the case of any Initial Lien on any Collateral, such Initial Lien if such Initial Lien is a Permitted Lien; and

(2) in the case of any Initial Lien on any asset or property not constituting or required to become Collateral, such Initial Lien if (a) the Secured Notes and the Secured Note Guarantees are equally and ratably secured with (or on a senior basis to, in the case such Initial Lien secures any Subordinated Indebtedness) the Obligations secured by such Initial Lien, or (b) such Initial Lien is a Permitted Lien.

Any Lien created for the benefit of the Holders pursuant to clause (2) of the preceding paragraph shall provide by its terms that such Lien shall be automatically and unconditionally released and discharged upon the release and discharge of the Initial Lien, which release and discharge, in the case of any sale of such asset or property, shall not affect any Lien that the Collateral Agent, Trustee or any other authorized representative may have on the proceeds from such sale.

If the Issuer or any Guarantor creates any Lien upon any property or assets to secure any First Lien Obligations, it must substantially concurrently grant a First Lien upon such property or assets as security for the Secured Notes or the applicable Secured Note Guarantee such that the property or assets subject to such Lien becomes Collateral subject to the First Lien, except to the extent such property or assets constitutes (a) cash or cash equivalents required to secure only letter of credit obligations under any Credit Facility or (b) Excluded Stock Collateral and the granting of a First Lien as security for the Secured Notes or the applicable Secured Note Guarantee would require the Issuer to file separate financial statements for any Subsidiary with the SEC that the Issuer would not otherwise be required to file.

With respect to any Lien securing Indebtedness that was permitted to secure such Indebtedness at the time of the Incurrence of such Indebtedness, such Lien will also be permitted to secure any Increased Amount of such Indebtedness. The "*Increased Amount*" of any Indebtedness will mean any increase in the amount of such Indebtedness in connection with any accrual of interest, the accretion of accreted value, the amortization of original issue discount, the payment of interest in the form of additional Indebtedness with the same terms, accretion of original issue discount or liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies or increases in the value of property securing Indebtedness.

Limitation on Sale and Leaseback Transactions

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

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

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

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

Limitation on Restrictions on Distributions from Restricted Subsidiaries

The Issuer will not, and will not permit any Restricted Subsidiary to, create or otherwise cause or permit to exist or become effective any consensual encumbrance or consensual restriction on the ability of any Restricted Subsidiary to:

(A) pay dividends or make any other distributions in cash or otherwise on its Capital Stock or pay any Indebtedness or other obligations owed to the Issuer or any Restricted Subsidiary;

(B) make any loans or advances to the Issuer or any Restricted Subsidiary; or

(C) sell, lease or transfer any of its property or assets to the Issuer or any Restricted Subsidiary;

provided that (x) the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock and (y) the subordination of (including the application of any standstill requirements to) loans or advances made to the Issuer or any Restricted Subsidiary to other Indebtedness Incurred by the Issuer or any Restricted Subsidiary shall not be deemed to constitute such an encumbrance or restriction.

The provisions of the preceding paragraph will not prohibit:

(1) any encumbrance or restriction pursuant to (a) any Credit Facility, or (b) any other agreement or instrument, in each case, in effect at or entered into on the Issue Date;

(2) any encumbrance or restriction pursuant to the Secured Notes Indenture, the Secured Notes, the Notes Collateral Documents, the Intercreditor Agreement, the Secured Note Guarantees, the Secured Exchange Notes and any Guarantees thereof;

(3) any encumbrance or restriction pursuant to an agreement or instrument of a Person or relating to any Capital Stock or Indebtedness of a Person, entered into on or before the date on which such Person was acquired by or merged, consolidated or otherwise combined with or into the Issuer or any Restricted Subsidiary, or was designated as a Restricted Subsidiary or on which such agreement or instrument is assumed by the Issuer or any Restricted Subsidiary in connection with an acquisition of assets (other than Capital Stock or Indebtedness Incurred as consideration in, or to provide all or any portion of the funds utilized to consummate, the transaction or series of related transactions pursuant to which such Person became a Restricted Subsidiary or was acquired by the Issuer or was merged, consolidated or otherwise combined with or into the Issuer or any Restricted Subsidiary or entered into in contemplation of or in connection with such transaction) and outstanding on such date which encumbrance or restriction is not applicable to any Person or the properties or assets of any Person, other than the Person, or the properties or assets of the Person, so acquired; *provided* that, for the purposes of this clause, if another Person is the Successor Company, any Subsidiary thereof or agreement or instrument of such Person or any such Subsidiary shall be deemed acquired or assumed by the Issuer or any Restricted Subsidiary when such Person becomes the Successor Company;

(4) any encumbrance or restriction:

(a) that restricts in a customary manner the subletting, assignment or transfer of any property or asset that is subject to a lease, license or similar contract or agreement, or the assignment or transfer of any lease, license or other contract or agreement;

(b) contained in mortgages, pledges, charges or other security agreements permitted under the Secured Notes Indenture and the Collateral Documents or securing Indebtedness of the Issuer or a Restricted Subsidiary permitted under the Secured Notes Indenture and the Collateral Documents

to the extent such encumbrances or restrictions restrict the transfer or encumbrance of the property or assets subject to such mortgages, pledges, charges or other security agreements; or

(c) pursuant to customary provisions restricting dispositions of real property interests set forth in any reciprocal easement agreements of the Issuer or any Restricted Subsidiary;

(5) any encumbrance or restriction pursuant to Purchase Money Obligations and Capitalized Lease Obligations permitted under the Secured Notes Indenture and the Collateral Documents, in each case, that impose encumbrances or restrictions on the property so acquired;

(6) any encumbrance or restriction imposed pursuant to an agreement entered into for the direct or indirect sale or disposition to a Person of all or substantially all the Capital Stock or assets of the Issuer or any Restricted Subsidiary (or the property or assets that are subject to such restriction) pending the closing of such sale or disposition;

(7) customary provisions in leases, licenses, shareholder agreements, joint venture agreements, organizational documents and other similar agreements and instruments;

(8) encumbrances or restrictions arising or existing by reason of applicable law or any applicable law, rule, regulation or order, or required by any regulatory authority;

(9) any encumbrance or restriction on cash or other deposits or net worth imposed by customers under agreements entered into in the ordinary course of business or consistent with past practice;

(10) any customary encumbrance or restriction pursuant to Hedging Obligations;

(11) other Indebtedness, Disqualified Stock or Preferred Stock of Foreign Subsidiaries permitted to be Incurred or issued subsequent to the Issue Date pursuant to the provisions of the covenant described under "—Limitation on Indebtedness" that impose restrictions solely on the Foreign Subsidiaries party thereto or their Subsidiaries;

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

(13) any encumbrance or restriction arising pursuant to an agreement or instrument (which, if it relates to any Indebtedness, shall only be permitted if such Indebtedness is permitted to be Incurred pursuant to the provisions of the covenant described under "—Limitation on Indebtedness") if the encumbrances and restrictions contained in any such agreement or instrument taken as a whole (i) are not materially less favorable to the Holders than the encumbrances and restrictions contained in the Credit Agreement, together with the security documents associated therewith, as in effect on the Issue Date (as determined in good faith by the Issuer) or (ii) either (a) the Issuer determines at the time of entry into such agreement or instrument that such encumbrances or restrictions will not adversely affect, in any material respect, the Issuer's ability to make principal or interest payments on the Secured Notes or (b) such encumbrance or restriction applies only during the continuance of a default relating to such agreement or instrument;

(14) any encumbrance or restriction existing by reason of any lien permitted under "—Limitation on Liens"; or

(15) any encumbrance or restriction pursuant to an agreement or instrument effecting a refinancing of Indebtedness Incurred pursuant to, or that otherwise refinances, an agreement or instrument referred to in clauses (1) to (14) of this paragraph or this clause (an "*Initial Agreement*") or contained in any amendment, supplement or other modification to an agreement referred to in clauses (1) to (14) of this paragraph or this clause (15); *provided*, *however*, that the encumbrances and restrictions with respect to such Restricted Subsidiary contained in any such agreement or instrument are no less favorable in any material respect to the Holders taken as a whole than the encumbrances and restrictions contained in the Initial Agreement or Initial Agreements to which such refinancing or amendment, supplement or other modification relates (as determined in good faith by the Issuer).

Limitation on Sales of Assets and Subsidiary Stock

The Issuer will not, and will not permit any of its Restricted Subsidiaries to, make any Asset Disposition unless:

(1) the Issuer or such Restricted Subsidiary, as the case may be, receives consideration (including by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise) at least equal to the fair market value (such fair market value to be determined on the date of contractually agreeing to such Asset Disposition), as determined in good faith by the Board of Directors of Holdings, of the shares and assets subject to such Asset Disposition (including, for the avoidance of doubt, if such Asset Disposition is a Permitted Asset Swap);

(2) in any such Asset Disposition, or series of related Asset Dispositions (except to the extent the Asset Disposition is a Permitted Asset Swap), at least 75% of the consideration from such Asset Disposition (including by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise) received by the Issuer or such Restricted Subsidiary, as the case may be, is in the form of cash or Cash Equivalents; and

(3) the Issuer or any of its Restricted Subsidiaries, will apply 100% of the Net Available Cash from any Asset Disposition:

(a) to the extent the Issuer or any Restricted Subsidiary, as the case may be, elects (or is required by the terms of any Indebtedness), (i) to prepay, repay or purchase any Indebtedness of a Non-Guarantor or Indebtedness that is secured by a Lien (in each case, other than Indebtedness owed to the Issuer or any Restricted Subsidiary) or any First Lien Obligations, including Indebtedness under the Credit Agreement (or any Refinancing Indebtedness in respect thereof) within 450 days from the later of (A) the date of such Asset Disposition and (B) the receipt of such Net Available Cash; *provided*, *however*, that, in connection with any prepayment, repayment or purchase of Indebtedness pursuant to this clause (a), the Issuer or Restricted Subsidiary will retire such Indebtedness and will cause the related commitment (if any) to be reduced in an amount equal to the principal amount so prepaid, repaid or purchased; or (ii) to prepay, repay or purchase Senior Indebtedness; *provided further* that, to the extent the Issuer redeems, repays or repurchases Senior Indebtedness pursuant to this clause (ii), the Issuer shall equally and ratably reduce Obligations under the Secured Notes as provided under "Optional Redemption," through open-market purchases (to the extent such purchases are at or above 100% of the principal amount thereof) or by making an offer (in accordance with the procedures set forth below for an Asset Disposition Offer) to all Holders to purchase their Secured Notes at 100% of the principal amount thereof, plus the amount of accrued but unpaid interest, if any, on the amount of Secured Notes that would otherwise be prepaid; *provided further*, that, in addition to the foregoing, the Net Available Cash from an Asset Disposition of Collateral may not be applied to prepay, repay or purchase any Indebtedness other than First Lien Obligations; and/or

(b) to the extent the Issuer or any Restricted Subsidiary elects, to invest in or commit to invest in Additional Assets (including by means of an investment in Additional Assets by a Restricted Subsidiary with Net Available Cash received by the Issuer or another Restricted Subsidiary) within 450 days from the later of (i) the date of such Asset Disposition and (ii) the receipt of such Net Available Cash; *provided*, *however*, that a binding agreement shall be treated as a permitted application of Net Available Cash from the date of such commitment with the good faith expectation that such Net Available Cash will be applied to satisfy such commitment within 180 days of such commitment (an "*Acceptable Commitment*") and, in the event any Acceptable Commitment is later cancelled or terminated for any reason before the Net Available Cash is applied in connection therewith, the Issuer or such Restricted Subsidiary enters into another Acceptable Commitment (a "*Second Commitment*") within 180 days of such cancellation or termination; *provided further* that if any Second Commitment is later cancelled or terminated for

any reason before such Net Available Cash is applied, then such Net Available Cash will constitute Excess Proceeds; and

(4) if such Asset Disposition involves the disposition of Collateral, the Issuer or such Subsidiary has complied with the applicable provisions of the Secured Notes Indenture and the Collateral Documents;

provided, however, that pending the final application of any such Net Available Cash in accordance with clause (3)(a) or clause (3)(b) above, the Issuer and its Restricted Subsidiaries may temporarily reduce Indebtedness or otherwise use such Net Available Cash in any manner not prohibited by the Secured Notes Indenture.

Any Net Available Cash from Asset Dispositions that is not applied or invested or committed to be applied or invested as provided in the preceding paragraph will be deemed to constitute "*Excess Proceeds*" under the Secured Notes Indenture. On the 451st day after an Asset Disposition or the receipt of such Net Available Cash, if the aggregate amount of Excess Proceeds under the Secured Notes Indenture exceeds $200.0 million, the Issuer will within 10 Business Days be required to make an offer ("*Asset Disposition Offer*") to all Holders of Secured Notes issued under the Secured Notes Indenture and, to the extent the Issuer elects, to all holders of other outstanding First Lien Obligations (and only to the extent the Excess Proceeds are greater than the outstanding First Lien Obligations, Senior Indebtedness), to purchase the maximum principal amount of Secured Notes and any First Lien Obligations (and, if applicable such Senior Indebtedness) to which the Asset Disposition Offer applies that may be purchased out of the Excess Proceeds, at an offer price equal to 100% of the principal amount of the Secured Notes, First Lien Obligations (and, if applicable Senior Indebtedness), in each case, plus accrued and unpaid interest, if any, to, but not including, the date of purchase, in accordance with the procedures set forth in the Secured Notes Indenture or the agreements governing the First Lien Obligations (and, if applicable the Senior Indebtedness), as applicable, and, with respect to the Secured Notes, in minimum denominations of $2,000 and in integral multiples of $1,000 in excess thereof. The Issuer will deliver notice of such Asset Disposition Offer electronically or by first-class mail, with a copy to the Trustee, to each Holder of Secured Notes at the address of such Holder appearing in the security register or otherwise in accordance with the applicable procedures of DTC, describing the transaction or transactions that constitute the Asset Disposition and offering to repurchase the Secured Notes for the specified purchase price on the date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is delivered, pursuant to the procedures required by the Secured Notes Indenture and described in such notice.

To the extent that the aggregate amount of Secured Notes, First Lien Obligations (and, if applicable Senior Indebtedness) so validly tendered and not properly withdrawn pursuant to an Asset Disposition Offer is less than the Excess Proceeds, the Issuer may use any remaining Excess Proceeds for any purpose not prohibited by the Secured Notes Indenture. If the aggregate principal amount of the Secured Notes surrendered in any Asset Disposition Offer by Holders and other First Lien Obligations surrendered by holders or lenders, collectively, exceeds the amount of Excess Proceeds, the Excess Proceeds shall be allocated among the Secured Notes and First Lien Obligations to be purchased on a pro rata basis on the basis of the aggregate principal amount of tendered Secured Notes and First Lien Obligations; *provided* that no Secured Notes or other First Lien Obligations will be selected and purchased in an unauthorized denomination. Upon completion of any Asset Disposition Offer, the amount of Excess Proceeds will be reset at zero.

To the extent that any portion of Net Available Cash payable in respect of the Secured Notes is denominated in a currency other than U.S. dollars, the amount thereof payable in respect of the Secured Notes will not exceed the net amount of funds in U.S. dollars that is actually received by the Issuer upon converting such portion into U.S. dollars.

Notwithstanding any other provisions of this covenant, (i) to the extent that any of or all the Net Available Cash of any Asset Disposition by a Foreign Subsidiary (a "*Foreign Disposition*") is prohibited or delayed by applicable local law, or would give rise to a violation of a third-party agreement of the Borrower or any Restricted Subsidiary, from being repatriated to the United States, the portion of such Net Available Cash so

affected will not be required to be applied in compliance with this covenant, and such amounts may be retained by the applicable Foreign Subsidiary so long, but only so long, as the applicable local law or third-party agreement will not permit repatriation to the United States (the Issuer hereby agreeing to use reasonable efforts (as determined in the Issuer's reasonable business judgment) to otherwise cause the applicable Foreign Subsidiary to within one year following the date on which the respective payment would otherwise have been required, to promptly take all actions reasonably required by the applicable local law or third-party agreement to permit such repatriation), and if within one year following the date on which the respective payment would otherwise have been required, such repatriation of any of such affected Net Available Cash is permitted under the applicable local law or third-party agreement, such repatriation will be promptly effected and such repatriated Net Available Cash will be promptly (and in any event not later than five (5) Business Days after such repatriation could be made) applied (net of additional Taxes payable or reserved against as a result thereof) in compliance with this covenant and (ii) to the extent that the Issuer has determined in good faith that repatriation of any of or all the Net Available Cash of any Foreign Disposition would have an adverse Tax cost consequence with respect to such Net Available Cash (which for the avoidance of doubt, includes, but is not limited to, any prepayment whereby doing so the Issuer, any Restricted Subsidiary or any of their respective affiliates would incur a tax liability, including a tax dividend, deemed dividend pursuant to Code Section 956 or a withholding tax), the Net Available Cash so affected may be retained by the applicable Foreign Subsidiary. The non-application of any prepayment amounts as a consequence of the foregoing provisions will not, for the avoidance of doubt, constitute a Default or an Event of Default.

For the purposes of clause (2) of the first paragraph of this covenant, the following will be deemed to be cash:

(1) the assumption by the transferee of Indebtedness or other liabilities contingent or otherwise of the Issuer or a Restricted Subsidiary (other than Subordinated Indebtedness of the Issuer or a Guarantor) and the release of the Issuer or such Restricted Subsidiary from all liability on such Indebtedness or other liability in connection with such Asset Disposition;

(2) securities, notes or other obligations received by the Issuer or any Restricted Subsidiary of the Issuer from the transferee that are converted by the Issuer or such Restricted Subsidiary into cash or Cash Equivalents within 180 days following the closing of such Asset Disposition;

(3) Indebtedness of any Restricted Subsidiary that is no longer a Restricted Subsidiary as a result of such Asset Disposition, to the extent that the Issuer and each other Restricted Subsidiary are released from any Guarantee of payment of such Indebtedness in connection with such Asset Disposition;

(4) consideration consisting of Indebtedness of the Issuer (other than Subordinated Indebtedness) received after the Issue Date from Persons who are not the Issuer or any Restricted Subsidiary; and

(5) any Designated Non-Cash Consideration received by the Issuer or any Restricted Subsidiary in such Asset Dispositions having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration received pursuant to this covenant that is at that time outstanding, not to exceed the greater of $800.0 million and 3.0% of Total Assets (with the fair market value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value).

The Issuer will comply, to the extent applicable, with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of Secured Notes pursuant to this covenant. To the extent that the provisions of any securities laws or regulations conflict with the provisions of the Secured Notes Indenture, the Issuer will comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in the Secured Notes Indenture by virtue thereof.

The Credit Agreement may prohibit or limit, and future credit agreements or other agreements to which the Issuer becomes a party may prohibit or limit, the Issuer from purchasing any Secured Notes pursuant to this

covenant. In the event the Issuer is prohibited from purchasing the Secured Notes, the Issuer could seek the consent of its lenders to the purchase of the Secured Notes or could attempt to refinance the borrowings that contain such prohibition. If the Issuer does not obtain such consent or repay such borrowings, it will remain prohibited from purchasing the Secured Notes. In such case, the Issuer's failure to purchase tendered Secured Notes would constitute an Event of Default under the Secured Notes Indenture.

Limitation on Affiliate Transactions

The Issuer will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, enter into or conduct any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of the Issuer (an "*Affiliate Transaction*") involving aggregate value in excess of $40.0 million unless:

(1) the terms of such Affiliate Transaction taken as a whole are not materially less favorable to the Issuer or such Restricted Subsidiary, as the case may be, than those that could be obtained in a comparable transaction at the time of such transaction or the execution of the agreement providing for such transaction in arm's length dealings with a Person who is not such an Affiliate; and

(2) in the event such Affiliate Transaction involves an aggregate value in excess of $80.0 million, the terms of such transaction have been approved by a majority of the members of the Disinterested Directors.

The provisions of the preceding paragraph will not apply to:

(1) any Restricted Payment permitted to be made pursuant to the covenant described under "—Limitation on Restricted Payments," or any Permitted Investment;

(2) any issuance or sale of Capital Stock, options, other equity-related interests or other securities, or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, or entering into, or maintenance of, any employment, consulting, collective bargaining or benefit plan, program, agreement or arrangement, related trust or other similar agreement and other compensation arrangements, options, warrants or other rights to purchase Capital Stock of the Issuer, any Restricted Subsidiary or any Parent Entity, restricted stock plans, long-term incentive plans, stock appreciation rights plans, participation plans or similar employee benefits or consultants' plans (including valuation, health, insurance, deferred compensation, severance, retirement, savings or similar plans, programs or arrangements) or indemnities provided on behalf of officers, employees, directors or consultants approved by the Board of Directors of Holdings, in each case in the ordinary course of business or consistent with past practice;

(3) any Management Advances and any waiver or transaction with respect thereto;

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

(5) the payment of compensation, fees and reimbursement of expenses to, and customary indemnities (including under customary insurance policies) and employee benefit and pension expenses provided on behalf of, directors, officers, consultants or employees of the Issuer or any Restricted Subsidiary (whether directly or indirectly and including through any Person owned or controlled by any of such directors, officers or employees);

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

(7) any transaction pursuant to a Qualified Receivables Transaction;

(8) transactions with customers, clients, suppliers or purchasers or sellers of goods or services, in each case in the ordinary course of business or consistent with past practice, which are fair to the Issuer or the relevant Restricted Subsidiary in the reasonable determination of the Board of Directors of Holdings or the senior management of the Issuer or the relevant Restricted Subsidiary, or are on terms no less favorable than those that could reasonably have been obtained at such time from an unaffiliated party;

(9) [reserved];

(10) issuances or sales of Capital Stock (other than Disqualified Stock or Designated Preferred Stock) of the Issuer or options, warrants or other rights to acquire such Capital Stock and the granting of registration and other customary rights in connection therewith or any contribution to capital of the Issuer or any Restricted Subsidiary;

(11) the Transactions and the payment of all fees and expenses related to the Transactions;

(12) transactions in which the Issuer or any Restricted Subsidiary, as the case may be, delivers to the Trustee a letter from an Independent Financial Advisor stating that such transaction is fair to the Issuer or such Restricted Subsidiary from a financial point of view or meets the requirements of clause (1) of the preceding paragraph;

(13) [reserved];

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

(15) payments by the Issuer (and any Parent Entity) and its Restricted Subsidiaries pursuant to any tax sharing agreements in respect of Related Taxes among the Issuer (and any such Parent Entity) and its Restricted Subsidiaries on customary terms to the extent attributable to the ownership or operation of the Issuer and its Subsidiaries; and

(16) the contribution or other transfer by Holdings, the Issuer or any Subsidiary of property owned by it to any Spinout Subsidiary in a Spinout Transaction.

Designation of Restricted and Unrestricted Subsidiaries

The Board of Directors of the Issuer may designate any Restricted Subsidiary to be an Unrestricted Subsidiary if that designation would not cause a Default. If a Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate fair market value of all outstanding Investments owned by the Issuer and its Restricted Subsidiaries in the Subsidiary designated as an Unrestricted Subsidiary will be deemed to be an Investment made as of the time of the designation and will reduce the amount available for Restricted Payments under the covenant described above under the caption "—Certain Covenants—Limitation on Restricted Payments" or under one or more clauses of the definition of Permitted Investments, as determined by the Issuer. That designation will only be permitted if the Investment would be permitted at that time and if the Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. The Board of Directors of the Issuer may redesignate any Unrestricted Subsidiary to be a Restricted Subsidiary if that redesignation would not cause a Default.

Any designation of a Subsidiary of the Issuer as an Unrestricted Subsidiary will be evidenced to the Trustee by filing with the Trustee a resolution of the Board of Directors of the Issuer giving effect to such designation and an Officer's Certificate certifying that such designation complies with the preceding conditions and was permitted by the covenant described above under the caption "—Certain Covenants—Limitation on Restricted Payments." If, at any time, any Unrestricted Subsidiary would fail to meet the preceding requirements as an Unrestricted Subsidiary, it will thereafter cease to be an Unrestricted Subsidiary for purposes of the Secured

Notes Indenture and any Indebtedness of such Subsidiary will be deemed to be incurred by a Restricted Subsidiary of the Issuer as of such date and, if such Indebtedness is not permitted to be incurred as of such date under the covenant described under the caption "—Certain Covenants—Limitation on Indebtedness," the Issuer will be in default of such covenant.

The Board of Directors of the Issuer may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary of the Issuer; *provided* that such designation will be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of the Issuer of any outstanding Indebtedness of such Unrestricted Subsidiary, and such designation will only be permitted if (1) such Indebtedness is permitted under the covenant described under the caption "—Certain Covenants—Limitation on Indebtedness," calculated on a pro forma basis as if such designation had occurred at the beginning of the applicable reference period; and (2) no Default or Event of Default would be in existence following such designation. Any such designation by the Board of Directors of the Issuer shall be evidenced to the Trustee by filing with the Trustee a certified copy of a resolution of the Board of Directors of the Issuer giving effect to such designation and an Officer's Certificate certifying that such designation complies with the preceding conditions.

Impairment of Security Interest

Holdings and the Issuer will not, and will not permit any Restricted Subsidiary to, take or knowingly or negligently omit to take, any action which action or omission might reasonably or would (in the good faith determination of the Issuer) have the result of materially impairing the effectiveness of the security interests, taken as a whole, including the lien priority with respect thereto, with respect to the Collateral for the benefit of the Collateral Agent and the Holders, including materially impairing the lien priority of the Secured Notes with respect thereto (it being understood that any release described under "Collateral—Release" and the incurrence of Permitted Liens shall not be deemed to so materially impair the security interests with respect to the Collateral). The Secured Notes Indenture will provide that, at the direction of the Company and without the consent of the Holders, the Collateral Agent or its agent or designee shall from time to time enter into one or more amendments, extensions, renewals, restatements, supplements or other modifications or replacements to or of the Notes Collateral Documents to: (i) cure any ambiguity, omission, defect or inconsistency therein that does not materially adversely affect the interests of the Holders, (ii) provide for Permitted Liens or Liens otherwise permitted under "Certain Covenants—Liens", (iii) add to the Collateral or (iv) make any other change thereto that does not adversely affect the Holders in any material respect.

Reports

Whether or not required by the SEC, so long as any Secured Notes are outstanding, if not filed electronically with the SEC through the SEC's Electronic Data Gathering, Analysis, and Retrieval System (or any successor system), from and after the Issue Date, the Issuer will furnish to the Trustee, within 15 days after the time periods specified below:

(1) within 90 days after the end of each fiscal year, all information that would be required to be contained in an annual report on Form 10-K, or any successor or comparable form, filed with the SEC, including a "Management's discussion and analysis of financial condition and results of operations" and a report on the annual financial statements by the Issuer's independent registered public accounting firm;

(2) within 45 days after the end of each of the first three fiscal quarters of each fiscal year, all information that would be required to be contained in a quarterly report on Form 10-Q, or any successor or comparable form, file with the SEC; and

(3) within the time periods specified for filing current reports on Form 8-K, all current reports required to be filed with the SEC on Form 8-K (whether or not the Issuer is then required to file such reports); *provided* that no such current report will be required to be furnished if the Issuer determines in its good faith judgment that such event is not material to Holders or the business, assets, operations, financial position or prospects of the Issuer and its Restricted Subsidiaries, taken as a whole;

in each case, in a manner that complies in all material respects with the requirements specified in such form. Notwithstanding the foregoing, the Issuer will not be so obligated to file such reports with the SEC if the SEC does not permit such filing, so long as the Issuer makes available such information to prospective purchasers of the Secured Notes, in addition to providing such information to the Trustee and the Holders of the Secured Notes, in each case, at the Issuer's expense and by the applicable date the Issuer would be required to file such information pursuant to the immediately preceding sentence. At any time that any of the Issuer's Subsidiaries are Unrestricted Subsidiaries, then the quarterly and annual financial information required by this covenant shall include a reasonably detailed presentation, either on the face of the financial statements or in the footnotes thereto, and in "Management's Discussion and Analysis of Financial Condition and Results of Operations," of the financial condition and results of operations of the Issuer and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of the Issuer; *provided, however,* that such reasonably detailed presentation shall not be required if the Total Assets of all Unrestricted Subsidiaries are less than 5.0% of the Issuer's Total Assets. To the extent any such information is not so filed or furnished, as applicable, within the time periods specified above and such information is subsequently filed or furnished, as applicable, the Issuer will be deemed to have satisfied its obligations with respect thereto at such time and any Default or Event of Default with respect thereto shall be deemed to have been cured at such time; *provided* that such cure shall not otherwise affect the rights of the Holders under "—Events of Default" if Holders of at least 30% in principal amount of the then total outstanding Secured Notes have declared the principal, interest and any other monetary obligations on all the then outstanding Secured Notes to be due and payable immediately and such declaration shall not have been rescinded or cancelled prior to such cure. In addition, to the extent not satisfied by the foregoing, the Issuer will agree that, for so long as any Secured Notes are outstanding, it will furnish to Holders and to securities analysts and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Substantially concurrently with the furnishing or making such information available to the Trustee pursuant to the immediately preceding paragraph, the Issuer shall also post copies of such information required by the immediately preceding paragraph on its website.

Notwithstanding any other provision of the Secured Notes Indenture, the sole remedy for an Event of Default relating to the failure to comply with the reporting obligations described under this covenant will, for the 270 days after the occurrence of such an Event of Default, consist exclusively of the right to receive additional interest on the principal amount of the Secured Notes at a rate equal to 0.50% per annum. This additional interest will be payable in the same manner and subject to the same terms as other interest payable under the Secured Notes Indenture. This additional interest will accrue on all outstanding Secured Notes from and including the date on which an Event of Default relating to a failure to comply with the reporting obligations described above under this covenant first occurs to, but excluding, the 270th day thereafter (or such earlier date on which the Event of Default relating to such reporting obligations is cured or waived). If the Event of Default resulting from such failure to comply with the reporting obligations is continuing on such 270th day, such additional interest will cease to accrue and the Secured Notes will be subject to the other remedies provided under the heading "—Events of Default."

The Issuer will also hold quarterly conference calls for the Holders of the Secured Notes to discuss financial information for the previous quarter (it being understood that such quarterly conference call may be the same conference call as with Holdings' equity investors and analysts). The conference call will be following the last day of each fiscal quarter of the Issuer and not later than 10 Business Days from the time that the Issuer distributes the financial information as set forth in the third preceding paragraph. No fewer than two days prior to the conference call, the Issuer or Holdings will issue a press release announcing the time and date of such conference call and providing instructions for Holders, securities analysts and prospective investors to obtain access to such call.

Notwithstanding anything to the contrary set forth above, at any time that a Parent Entity holds no material assets other than cash, Cash Equivalents and the Capital Stock of the Issuer or any other Parent Entity (and performs the related incidental activities associated with such ownership) and complies with the requirements of

Rule 3-10 of Regulation S-X promulgated by the SEC (or any successor provision), the reports, information and other documents required to be filed and furnished to holders of the Secured Notes pursuant to this covenant may, at the option of the Issuer, be filed by and be those of such Parent Entity rather than of the Issuer; *provided*, *however*, that the issuance by a Parent Entity of any Indebtedness or Capital Stock shall not be deemed to prevent the Issuer from exercising its option described in this paragraph to file and furnish reports, information and other documents of a Parent Entity to satisfy the requirements of this covenant.

Limitation on Guarantees

The Issuer will not permit any of its Wholly Owned Domestic Subsidiaries that are Restricted Subsidiaries (and non-Wholly Owned Domestic Subsidiaries if such non-Wholly Owned Domestic Subsidiaries guarantee other capital markets debt securities of the Issuer or any Restricted Subsidiary or guarantee all or a portion of the Credit Agreement), other than a Guarantor or a Receivables Subsidiary, to Guarantee the payment of any capital markets debt securities or Indebtedness under the Credit Agreement, in each case of the Issuer or any Guarantor unless:

(1) such Restricted Subsidiary within 30 days (i) executes and delivers a supplemental indenture to the Secured Notes Indenture and, if applicable, joinder or supplement to the Secured Notes Registration Rights Agreement providing for a senior Guarantee by such Restricted Subsidiary, except that with respect to a guarantee of Indebtedness of the Issuer or any Guarantor, if such Indebtedness is by its express terms subordinated in right of payment to the Secured Notes or such Guarantor's Secured Note Guarantee, any such guarantee by such Restricted Subsidiary with respect to such Indebtedness shall be subordinated in right of payment to such Guarantee substantially to the same extent as such Indebtedness is subordinated to the Secured Notes or such Guarantor's Secured Note Guarantee and (ii) executes and delivers a supplement or joinder to the Notes Collateral Documents or new Notes Collateral Documents and takes all actions required thereunder to perfect the Liens created thereunder;

(2) such Restricted Subsidiary waives and will not in any manner whatsoever claim or take the benefit or advantage of, any rights of reimbursement, indemnity or subrogation or any other rights against the Issuer or any other Restricted Subsidiary as a result of any payment by such Restricted Subsidiary under its Guarantee until payment in full of Obligations under the Secured Notes Indenture; and

(3) such Restricted Subsidiary shall deliver to the Trustee an Opinion of Counsel stating that:

   (a) such Guarantee has been duly executed and authorized; and

   (b) such Guarantee constitutes a valid, binding and enforceable obligation of such Restricted Subsidiary, except insofar as enforcement thereof may be limited by bankruptcy, insolvency or similar laws (including all laws relating to fraudulent transfers) and except insofar as enforcement thereof is subject to general principals of equity;

provided that this covenant shall not be applicable in the event that the Guarantee of the Issuer's obligations under the Secured Notes or the Secured Notes Indenture by such Subsidiary would not be permitted under applicable law.

The Issuer may elect, in its sole discretion, to cause any Subsidiary that is not otherwise required to be a Guarantor to become a Guarantor, in which case, such Subsidiary shall only be required to comply with the requirements in clause (1) described above.

If any Guarantor becomes an Immaterial Subsidiary, the Issuer shall have the right, by execution and delivery of a supplemental indenture to the Trustee, to cause such Immaterial Subsidiary to cease to be a Guarantor, subject to the requirement described in the first paragraph above that such Subsidiary shall be required to become a Guarantor if it ceases to be an Immaterial Subsidiary (except that if such Subsidiary has been properly designated as an Unrestricted Subsidiary it shall not be so required to become a Guarantor or

execute a supplemental indenture); *provided*, *however*, that such Immaterial Subsidiary shall not be permitted to Guarantee the Credit Agreement or other Indebtedness of the Issuer or any other Guarantor, unless it again becomes a Guarantor.

Merger and Consolidation

The Issuer

The Issuer will not consolidate with or merge with or into or convey, transfer or lease all or substantially all its assets, in one or more related transactions, to any Person, unless:

(1) the resulting, surviving or transferee Person (the "*Successor Company*") will be a Person organized and existing under the laws of the United States of America, any State of the United States or the District of Columbia and the Successor Company (if not the Issuer) will expressly assume, by supplemental indenture, executed and delivered to the Trustee and the Collateral Agent, in form satisfactory to the Trustee and the Collateral Agent, all the obligations of Issuer under the Secured Notes and the Secured Notes Indenture and the Notes Collateral Documents (and the applicable Person shall cause such amendments, supplements and other instruments to be executed, filed and recorded in such jurisdictions as may be required by applicable law to preserve and protect the Liens on the Collateral owned by or transferred to such Person, together with such financing statements or comparable documents as may be required to perfect any security interests in such Collateral which may be perfected by the filing of a financing statement or a similar document under the Uniform Commercial Code or other similar statute or regulation of the relevant states or jurisdiction) and if such Successor Company is not a corporation, a co-obligor of the Secured Notes is a corporation organized or existing under such laws;

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

(3) immediately after giving effect to such transaction, either (a) the applicable Successor Company would be able to Incur at least an additional $1.00 of Indebtedness pursuant to the first paragraph of the covenant described under "—Limitation on Indebtedness" or (b) the Fixed Charge Coverage Ratio would not be lower than it was immediately prior to giving effect to such transaction; and

(4) the Issuer shall have delivered to the Trustee and the Collateral Agent an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indenture (if any) comply with the Secured Notes Indenture and an Opinion of Counsel stating that such supplemental indenture (if any) has been duly authorized, executed and delivered and is a legal, valid and binding agreement enforceable against the applicable Successor Company (in each case, in form satisfactory to the Trustee and the Collateral Agent); *provided* that in giving an Opinion of Counsel, counsel may rely on an Officer's Certificate as to any matters of fact, including as to satisfaction of clauses (2) and (3) above.

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

The Successor Company will succeed to, and be substituted for, and may exercise every right and power of, the Issuer under the Secured Notes, the Secured Notes Indenture and the Notes Collateral Documents, but in the case of a lease of all or substantially all its assets, the predecessor company will not be released from its obligations under the Secured Notes, the Secured Notes Indenture or the Notes Collateral Documents.

Notwithstanding the preceding clauses (2), (3) and (4) (which do not apply to transactions referred to in this sentence), any Restricted Subsidiary of the Issuer may consolidate or otherwise combine with, merge into or transfer all or part of its properties and assets to the Issuer. Notwithstanding the preceding clauses (2) and (3) (which do not apply to the transactions referred to in this sentence), the Issuer may consolidate or otherwise combine with or merge into an Affiliate incorporated or organized for the purpose of changing the legal domicile of the Issuer, reincorporating the Issuer in another jurisdiction, or changing the legal form of the Issuer.

There is no precise established definition of the phrase "substantially all" under applicable law. Accordingly, in certain circumstances there may be a degree of uncertainty as to whether a particular transaction would involve "all or substantially all" of the property or assets of a Person.

Guarantors

No Guarantor may:

(1) consolidate with or merge with or into any Person, or

(2) sell, convey, transfer or dispose of, all or substantially all its assets, in one transaction or a series of related transactions, to any Person, or

(3) permit any Person to merge with or into the Guarantor,

unless:

(A) the other Person is the Issuer or any Restricted Subsidiary that is Guarantor (and the applicable Person shall cause such amendments, supplements and other instruments to be executed, filed and recorded in such jurisdictions as may be required by applicable law to preserve and protect the Liens on the Collateral owned by or transferred to such Person, together with such financing statements or comparable documents as may be required to perfect any security interests in such Collateral which may be perfected by the filing of a financing statement or a similar document under the Uniform Commercial Code or other similar statute or regulation of the relevant states or jurisdiction); or

(B) (1) either (x) a Guarantor is the continuing Person or (y) the resulting, surviving or transferee Person expressly assumes all of the obligations of the Guarantor under its Guarantee of the Secured Notes, the Secured Notes Indenture and the Notes Collateral Documents (and the applicable Person shall cause such amendments, supplements and other instruments to be executed, filed and recorded in such jurisdictions as may be required by applicable law to preserve and protect the Liens on the Collateral owned by or transferred to such Person, together with such financing statements or comparable documents as may be required to perfect any security interests in such Collateral which may be perfected by the filing of a financing statement or a similar document under the Uniform Commercial Code or other similar statute or regulation of the relevant states or jurisdiction); and

(2) immediately after giving effect to the transaction, no Default has occurred and is continuing; or

(C) the transaction constitutes a sale or other disposition (including by way of consolidation or merger) of a Subsidiary Guarantor or the sale or disposition of all or substantially all the assets of a Subsidiary Guarantor (in each case other than to the Issuer or a Restricted Subsidiary) otherwise permitted by the Secured Notes Indenture.

There is no precise established definition of the phrase "substantially all" under applicable law. Accordingly, in certain circumstances there may be a degree of uncertainty as to whether a particular transaction would involve "all or substantially all" of the property or assets of a Person.

Events of Default

Each of the following is an Event of Default under the Secured Notes Indenture:

(1) default in any payment of interest or Additional Interest, if any, on any Secured Note when due and payable, continued for 30 days;

(2) default in the payment of the principal amount of or premium, if any, on any Secured Note issued under the Secured Notes Indenture when due at its Stated Maturity, optional redemption, mandatory redemption, upon required repurchase, upon declaration or otherwise;

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

(4) failure to comply for 60 days after written notice by the Trustee on behalf of the Holders or by the Holders of 30% in principal amount of the outstanding Secured Notes with any other agreement or obligation contained in the Secured Notes, the Secured Notes Indenture or the Notes Collateral Documents;

(5) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Issuer or any of its Restricted Subsidiaries (or the payment of which is Guaranteed by the Issuer any of its Restricted Subsidiaries) other than Indebtedness owed to the Issuer or a Restricted Subsidiary whether such Indebtedness or Guarantee now exists, or is created after the date hereof, which default:

(a) is caused by a failure to pay principal of such Indebtedness, at its stated final maturity (after giving effect to any applicable grace periods) provided in such Indebtedness ("*payment default*"); or

(b) results in the acceleration of such Indebtedness prior to its stated final maturity (the "*cross acceleration provision*");

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a payment default or the maturity of which has been so accelerated, aggregates $150.0 million or more;

(6) certain events of bankruptcy, insolvency or court protection in the United States or other applicable jurisdictions of Holdings, the Issuer or a Significant Subsidiary or group of Restricted Subsidiaries that together (as of the latest audited consolidated financial statements for the Issuer and its Restricted Subsidiaries), would constitute a Significant Subsidiary (the "*bankruptcy provisions*");

(7) failure by the Issuer or any Significant Subsidiary (or group of Restricted Subsidiaries that together (as of the latest audited consolidated financial statements for the Issuer and its Restricted Subsidiaries) would constitute a Significant Subsidiary) to pay final judgments aggregating in excess of $150.0 million (other than any judgments covered by indemnities provided by, or insurance policies issued by, reputable and creditworthy companies), which final judgments remain unpaid, undischarged and unstayed for a period of more than 60 days after such judgment becomes final, and in the event such judgment is covered by an indemnity or insurance as aforesaid, an enforcement proceeding has been commenced by any creditor upon such judgment or decree which is not promptly stayed (the "*judgment default provision*");

(8) any Guarantee of the Secured Notes ceases to be in full force and effect, other than in accordance with the terms of the Secured Notes Indenture, or a Guarantor denies or disaffirms its obligations under its Guarantee of the Secured Notes, other than in accordance with the terms thereof or upon release of such Secured Note Guarantee in accordance with the Secured Notes Indenture or, without limiting clause (6) above, in connection with the bankruptcy of a Subsidiary Guarantor, so long as the aggregate assets of such Subsidiary Guarantor and any other Subsidiary Guarantor whose Secured Note Guarantee ceased to be in full force and effect as a result of a bankruptcy are less than $150.0 million (the "*guarantee provision*");

(9) (a) any Lien created by the Notes Collateral Documents relating to the Secured Notes and/or the Secured Note Guarantees shall not constitute a valid and perfected Lien on any portion of the Collateral intended to be covered thereby with an aggregate fair market value, with respect to all such Liens taken together, greater than $150.0 million (to the extent perfection is required by the Secured Notes Indenture or the Notes Collateral Documents), except as otherwise permitted by the terms of the Secured Notes Indenture or the relevant Notes Collateral Documents and other than the satisfaction in full of all obligations of the Issuer and the Guarantors under the Secured Notes Indenture or the release or amendment of any such Lien in accordance with the terms of the Secured Notes Indenture and the Notes Collateral Documents, (b) except for expiration in accordance with its terms or amendment, modification, waiver, termination or release in accordance with the terms of the Secured Notes Indenture and the Notes Collateral Documents, any of the Notes Collateral Documents (including the notice designating the Secured Notes as "Pari Passu Debt Obligations" under the Collateral Agreement) shall for whatever reason be terminated or cease to be in full force and effect, or (c) the enforceability of any Notes Collateral Document shall be contested by the Issuer or any Guarantor, except in each case to the extent that any such invalidity or loss of perfection or termination results from the failure of the Collateral Agent to make filings, renewals and continuations (or other equivalent filings) or take other appropriate action or the failure of the Collateral Agent to maintain possession of certificates, instruments or other documents actually delivered to it representing securities pledged or other possessory collateral pledged under the applicable Notes Collateral Documents; or

(10) so long as any other First Lien Obligations are outstanding, the Intercreditor Agreement shall cease to be effective or cease to be legally valid and binding, or otherwise not be effective to create the rights and obligations purported to be created thereunder, unless the same (a) results directly from the action or inaction of the Collateral Agent or (b) is not materially adverse to the Holders (together with the defaults described in clauses (9) and (10) the "*security default provisions*").

However, a default under clause (4) of this paragraph will not constitute an Event of Default until the Trustee or the Holders of 30% in principal amount of the outstanding Secured Notes notify the Issuer of the default and the Issuer does not cure such default within the time specified in clause (4) of this paragraph after receipt of such notice.

If an Event of Default (other than an Event of Default described in clause (6) above with respect to Holdings or the Issuer) occurs and is continuing, the Trustee by written notice to the Issuer (or the Holders of at least 30% in principal amount of the outstanding Secured Notes by written notice to the Issuer and the Trustee), may declare the principal of, and accrued and unpaid interest, including Additional Interest, if any, on all the Secured Notes to be due and payable. Upon such a declaration, such principal and accrued and unpaid interest, including Additional Interest, if any, will be due and payable immediately. In the event of a declaration of acceleration of the Secured Notes because an Event of Default described in clause (5) above has occurred and is continuing, the declaration of acceleration of the Secured Notes shall be automatically annulled if (1) the event of default or payment default triggering such Event of Default pursuant to clause (5) shall be remedied or cured, or waived by the holders of the Indebtedness, or the Indebtedness that gave rise to such Event of Default shall have been discharged in full, in each case, within 30 days after the declaration of acceleration with respect thereto, (2) the annulment of the acceleration of the Secured Notes would not conflict with any judgment or decree of a court of competent jurisdiction and (3) all existing Events of Default, except nonpayment of principal or interest, including Additional Interest, if any, on the Secured Notes that became due solely because of the acceleration of the Secured Notes, have been cured or waived.

If an Event of Default described in clause (6) above with respect to Holdings or the Issuer occurs and is continuing, the principal of, and accrued and unpaid interest, including Additional Interest, if any, on all the Secured Notes will become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holders.

The Holders of a majority in principal amount of the outstanding Secured Notes under the Secured Notes Indenture may waive all past or existing Defaults or Events of Default (except with respect to nonpayment of principal, premium or interest, or Additional Interest, if any) and rescind any such acceleration with respect to such Secured Notes and its consequences if rescission would not conflict with any judgment or decree of a court of competent jurisdiction.

The Secured Notes Indenture will provide that (i) if a Default for a failure to report or failure to deliver a required certificate in connection with another default (the "*Initial Default*") occurs, then at the time such Initial Default is cured, such Default for a failure to report or failure to deliver a required certificate in connection with another default that resulted solely because of that Initial Default will also be cured without any further action and (ii) any Default or Event of Default for the failure to comply with the time periods prescribed in the covenant described under "—Certain Covenants—Reports" or otherwise to deliver any notice or certificate pursuant to any other provision of this Secured Notes Indenture will be deemed to be cured upon the delivery of any such report required by such covenant or such notice or certificate, as applicable, even though such delivery is not within the prescribed period specified in the Secured Notes Indenture.

If an Event of Default occurs and is continuing, the Trustee will be under no obligation to exercise any of the rights or powers under the Secured Notes Indenture at the request or direction of any of the Holders unless such Holders have offered to the Trustee indemnity or security satisfactory to the Trustee against any loss, liability or expense. Except to enforce the right to receive payment of principal or interest when due, no Holder may pursue any remedy with respect to the Secured Notes Indenture or the Secured Notes unless:

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

(2) Holders of at least 30% in principal amount of the outstanding Secured Notes have requested in writing the Trustee to pursue the remedy;

(3) such Holders have offered in writing the Trustee security or indemnity satisfactory to the Trustee against any loss, liability or expense;

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

(5) the Holders of a majority in principal amount of the outstanding Secured Notes have not given the Trustee a written direction that, in the opinion of the Trustee, is inconsistent with such request within such 60-day period.

Subject to certain restrictions, the Holders of a majority in principal amount of the outstanding Secured Notes are given the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. The Secured Notes Indenture will provide that, in the event an Event of Default has occurred and is continuing, the Trustee will be required in the exercise of its powers to use the degree of care that a prudent person would use in the conduct of its own affairs. The Trustee, however, may refuse to follow any direction that conflicts with law or the Secured Notes Indenture or that the Trustee determines is unduly prejudicial to the rights of any other Holder or that would involve the Trustee in personal liability. Prior to taking any action under the Secured Notes Indenture, the Trustee will be entitled to indemnification satisfactory to it against all losses and expenses that may be caused by taking or not taking such action.

The Secured Notes Indenture will provide that if a Default occurs and is continuing and the Trustee is informed of such occurrence by the Issuer, the Trustee must give notice of the Default to the Holders within 60 days after being notified by the Issuer. Except in the case of a Default in the payment of principal of, or premium, if any, or interest on any Secured Note, the Trustee may withhold notice if and so long as the Trustee in good faith determines that withholding notice is in the interests of the Holders. The Issuer is required to deliver to the Trustee, within 120 days after the end of each fiscal year, an Officer's Certificate indicating whether the signers thereof know of any Default that occurred during the previous year. The Issuer is required to deliver to

the Trustee, within 30 days after the occurrence thereof, written notice of any events of which it is aware which would constitute certain Defaults, their status and what action the Issuer is taking or proposes to take in respect thereof.

The Secured Notes will provide for the Trustee to take action on behalf of the Holders in certain circumstances, but only if the Trustee is indemnified to its satisfaction. It may not be possible for the Trustee to take certain actions in relation to the Secured Notes and, accordingly, in such circumstances the Trustee will be unable to take action, notwithstanding the provision of an indemnity to it, and it will be for Holders to take action directly.

Amendments and Waivers

Subject to certain exceptions, the Note Documents may be amended, supplemented or otherwise modified with the consent of the Holders of a majority in principal amount of the Secured Notes then outstanding (including consents obtained in connection with a purchase of, or tender offer or exchange offer for, such Secured Notes) and, subject to certain exceptions, any default or compliance with any provisions thereof may be waived with the consent of the Holders of a majority in principal amount of the Secured Notes then outstanding (including consents obtained in connection with a purchase of, or tender offer or exchange offer for, such Secured Notes). However, an amendment or waiver may not, with respect to any such Secured Notes held by a non-consenting Holder:

(1) reduce the principal amount of such Secured Notes whose Holders must consent to an amendment;

(2) reduce the stated rate of or extend the stated time for payment of interest on any such Secured Note (other than provisions relating to Change of Control and Asset Dispositions);

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

(4) reduce the premium payable upon the redemption of any such Secured Note or change the time at which any such Secured Note may be redeemed, in each case as described above under "—Optional Redemption";

(5) make any such Secured Note payable in currency other than that stated in such Secured Note;

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

(7) waive a Default or Event of Default with respect to the nonpayment of principal, premium or interest (except pursuant to a rescission of acceleration of the Secured Notes by the Holders of at least a majority in aggregate principal amount of the Secured Notes and a waiver of the payment default that resulted from such acceleration);

(8) make any change in the provisions in the Intercreditor Agreement or the Secured Notes Indenture dealing with the application of proceeds of Collateral that would adversely affect the Holders of the Secured Notes in any material respect;

(9) make any change in the ranking or priority of any Secured Note that would adversely affect the Holders;

(10) make any change in the amendment or waiver provisions which require the Holders' consent described in this sentence.

Without the consent of the Holders of at least two-thirds in aggregate principal amount of the Secured Notes then outstanding, and subject to the requirements of the TIA, no amendment or waiver may release all or substantially all of the Collateral from the Lien of the Secured Notes Indenture and the Notes Collateral Documents with respect to the Secured Notes.

Notwithstanding the foregoing, without the consent of any Holder, the Issuer, the Trustee and the other parties thereto, as applicable, may amend or supplement any Note Documents and the Issuer may direct the Trustee, and the Trustee will, enter into an amendment to any Note Document, to:

(1) cure any ambiguity, omission, mistake, defect, error or inconsistency, conform any provision to this "Description of the Secured Notes," or reduce the minimum denomination of the Secured Notes;

(2) provide for the assumption by a successor Person of the obligations of the Issuer under any Note Document;

(3) provide for uncertificated Secured Notes in addition to or in place of certificated Secured Notes;

(4) add to the covenants or provide for a Secured Note Guarantee for the benefit of the Holders or surrender any right or power conferred upon the Issuer or any Restricted Subsidiary;

(5) make any change that does not adversely affect the rights of any Holder in any material respect;

(6) comply with any requirement of the SEC in connection with the qualification of the Secured Notes Indenture under the TIA, if such qualification is required;

(7) make such provisions as necessary (as determined in good faith by the Issuer) for the issuance of Secured Exchange Notes and Additional Secured Notes otherwise permitted to be issued under the Secured Notes Indenture;

(8) provide for any Restricted Subsidiary to provide a Secured Note Guarantee in accordance with the covenant described under "—Certain Covenants—Limitation on Indebtedness," to add Guarantees with respect to the Secured Notes, to add security to or for the benefit of the Secured Notes, or to confirm and evidence the release, termination, discharge or retaking of any Guarantee or Lien with respect to or securing the Secured Notes when such release, termination, discharge or retaking is provided for under the Secured Notes Indenture, the Notes Collateral Documents or the Intercreditor Agreement, as applicable;

(9) evidence and provide for the acceptance and appointment under the Secured Notes Indenture or Notes Collateral Document of a successor Trustee or Collateral Agent pursuant to the applicable requirements thereof or to provide for the accession by the Trustee or Collateral Agent, as applicable, to any Note Document;

(10) make any amendment to the provisions of the Secured Notes Indenture relating to the transfer and legending of Secured Notes as permitted by the Secured Notes Indenture, including to facilitate the issuance and administration of Secured Notes and the Secured Exchange Notes; *provided*, *however*, that (i) compliance with the Secured Notes Indenture as so amended would not result in Secured Notes being transferred in violation of the Securities Act or any applicable securities law and (ii) such amendment does not adversely affect the rights of Holders to transfer Secured Notes in any material respect;

(11) mortgage, pledge, hypothecate or grant any other Lien in favor of the Collateral Agent for its benefit and the benefit of the Trustee and the Holders of the Secured Notes, as additional security for the payment and performance of all or any portion of the such Liens, in any property or assets, including any which are required to be mortgaged, pledged or hypothecated, or in which a Lien is required to be granted to or for the benefit of the Trustee or the Collateral Agent pursuant to the Secured Notes Indenture, any of the Intercreditor Agreement, the Notes Collateral Documents or otherwise;

(12) provide for the release of Collateral from the Lien pursuant to the Secured Notes Indenture, the Notes Collateral Documents and the Intercreditor Agreement when permitted or required by the Notes Collateral Documents, the Secured Notes Indenture or the Intercreditor Agreement; or

(13) to the extent necessary to provide for the granting of a security interest for the benefit of any Person; *provided* that the granting of such security interest is not prohibited under the Secured Notes Indenture.

Each Holder, by its acceptance of the Secured Notes, will be deemed to have consented and agreed to the terms of each Collateral Document, as originally in effect and as amended, supplemented or replaced from time to time in accordance with its terms or the terms of the Secured Notes Indenture; and authorizes and empowers the Trustee and (through the Intercreditor Agreement) the Applicable Authorized Representative to bind the Holders of Secured Notes and other holders of Pari Passu Debt Obligations as set forth in the applicable Collateral Documents to which they are a party and to perform its obligations and exercise its rights and powers thereunder. Notwithstanding the foregoing, no such consent or deemed consent shall be deemed or construed to represent an amendment or waiver, in whole or in part, of any provision of the Secured Notes Indenture or the Secured Notes. This paragraph will not, however, limit the right of the Issuer to amend, waive or otherwise modify the Collateral Documents in accordance with their terms.

The consent of the Holders is not necessary under the Secured Notes Indenture to approve the particular form of any proposed amendment of any Note Document. It is sufficient if such consent approves the substance of the proposed amendment. A consent to any amendment or waiver under the Secured Notes Indenture by any Holder of Secured Notes given in connection with a tender of such Holder's Secured Notes will not be rendered invalid by such tender.

Neither the Issuer nor any Affiliate of the Issuer may, directly or indirectly, pay or cause to be paid any consideration, whether by way of interest, fee or otherwise, to any Holder for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of the Secured Notes Indenture, the Secured Notes or any Notes Collateral Document unless such consideration is offered to all Holders and is paid to all Holders that so consent, waive or agree to amend in the time frame set forth in solicitation documents relating to such consent, waiver or agreement.

Defeasance

The Issuer at any time may terminate all obligations of the Issuer under the Secured Notes and the Secured Notes Indenture ("*legal defeasance*") and cure all then existing Defaults and Events of Default, except for certain obligations, including those respecting the defeasance trust, the rights, powers, trusts, duties, immunities and indemnities of the Trustee and the obligations of the Issuer in connection therewith and obligations concerning issuing temporary Secured Notes, registrations of Secured Notes, mutilated, destroyed, lost or stolen Secured Notes and the maintenance of an office or agency for payment and money for security payments held in trust.

The Issuer at any time may terminate the obligations of the Issuer and the Restricted Subsidiaries under the covenants described under "—Certain Covenants" (other than clauses (1) and (2) of "—Merger and Consolidation") and "—Change of Control" and the default provisions relating to such covenants described under "—Events of Default" above, the operation of the cross-default upon a payment default, the cross acceleration provisions, the bankruptcy provisions with respect to Significant Subsidiaries, the judgment default provision, the guarantee provision and the security default provision described under "—Events of Default" above ("*covenant defeasance*").

The Issuer at its option at any time may exercise its legal defeasance option notwithstanding its prior exercise of its covenant defeasance option. If the Issuer exercises its legal defeasance option, payment of the Secured Notes may not be accelerated because of an Event of Default with respect to the Secured Notes. If the Issuer exercises its covenant defeasance option with respect to the Secured Notes, payment of the Secured Notes may not be accelerated because of an Event of Default specified in clause (4), (5), (6) (with respect only to Significant Subsidiaries) or (7) under "—Events of Default" above or because of the failure of the Issuer to comply with clause (3) of the first paragraph under "—Certain Covenants—Merger and Consolidation" above.

In order to exercise either defeasance option, the Issuer must irrevocably deposit in trust (the "*defeasance trust*") with the Trustee cash in dollars or U.S. Government Obligations or a combination thereof for the payment of principal, premium, if any, and interest on the Secured Notes to redemption or maturity, as the case may be, and must comply with certain other conditions, including delivery to the Trustee of:

(1) an Opinion of Counsel in the United States stating that Holders of the Secured Notes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such deposit and defeasance and will be subject to U.S. federal income tax on the same amounts and in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred (and in the case of legal defeasance only, such Opinion of Counsel in the United States must be based on a ruling of the U.S. Internal Revenue Service or change in applicable U.S. federal income tax law since the issuance of the Secured Notes);

(2) an Opinion of Counsel stating that, as of the date of such opinion and subject to customary assumptions and exclusions, following the deposit, the trust funds will not be subject to the effect of Section 546 or 547 of Title 11 of the United States Code, as amended;

(3) an Officer's Certificate stating that the deposit was not made by the Issuer with the intent of defeating, hindering, delaying, defrauding or preferring any creditors of the Issuer; and

(4) an Officer's Certificate and an Opinion of Counsel (which opinion of counsel may be subject to customary assumptions and exclusions), each stating that all conditions precedent provided for or relating to legal defeasance or covenant defeasance, as the case may be, have been complied with.

Satisfaction and Discharge

The Secured Notes Indenture will be discharged and cease to be of further effect (except as to surviving rights of transfer or exchange of the Secured Notes, as expressly provided for in the Secured Notes Indenture) as to all outstanding Secured Notes when (1) either (a) all the Secured Notes previously authenticated and delivered (other than certain lost, stolen or destroyed Secured Notes and certain Secured Notes for which provision for payment was previously made and thereafter the funds have been released to the Holders) have been delivered to the Trustee for cancellation; or (b) all Secured Notes not previously delivered to the Trustee for cancellation (i) have become due and payable, (ii) will become due and payable at their Stated Maturity within one year or (iii) are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of an unconditional notice of redemption by the Trustee in the name, and at the expense, of the Issuer; (2) the Issuer has deposited or caused to be deposited with the Trustee, money in dollars or U.S. Government Obligations, or a combination thereof, as applicable, in an amount sufficient to pay and discharge the entire indebtedness on the Secured Notes not previously delivered to the Trustee for cancellation, for principal, premium, if any, and interest to the date of deposit (in the case of Secured Notes that have become due and payable), or to the Stated Maturity or redemption date, as the case may be; (3) the Issuer has paid or caused to be paid all other sums payable under the Secured Notes Indenture; and (4) the Issuer has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel each stating that all conditions precedent under the "—Satisfaction and Discharge" section of the Secured Notes Indenture relating to the satisfaction and discharge of the Secured Notes Indenture have been complied with; *provided* that any such counsel may rely on any Officer's Certificate as to matters of fact (including as to compliance with the foregoing clauses (1), (2) and (3)).

No Personal Liability of Directors, Officers, Employees and Shareholders

No director, officer, employee, incorporator or shareholder of the Issuer or any of its Subsidiaries or Affiliates, as such, shall have any liability for any obligations of the Issuer under the Note Documents or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Secured Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Secured Notes. Such waiver may not be effective to waive liabilities under the U.S. federal securities laws and it is the view of the SEC that such a waiver is against public policy.

Concerning the Trustee

Regions Bank, an Alabama banking corporation, is to be appointed as Trustee under the Secured Notes Indenture. The Secured Notes Indenture provides that, except during the continuance of an Event of Default, the Trustee will perform only such duties as are set forth specifically in such Secured Notes Indenture. During the existence of an Event of Default, the Trustee will exercise such of the rights and powers vested in it under the Secured Notes Indenture and use the same degree of care that a prudent Person would use in conducting its own affairs. The permissive rights of the Trustee to take or refrain from taking any action enumerated in the Secured Notes Indenture will not be construed as an obligation or duty.

The Secured Notes Indenture imposes certain limitations on the rights of the Trustee, should it become a creditor of the Issuer, to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The Trustee will be permitted to engage in other transactions with the Issuer and its Affiliates and Subsidiaries.

The Secured Notes Indenture sets out the terms under which the Trustee may retire or be removed, and replaced. Such terms will include, among others, (1) that the Trustee may be removed at any time by the Holders of a majority in principal amount of then outstanding Secured Notes, or may resign at any time by giving written notice to the Issuer and (2) that if the Trustee at any time (a) has or acquires a conflict of interest that is not eliminated, (b) fails to meet certain minimum limits regarding the aggregate of its capital and surplus or (c) becomes incapable of acting as Trustee or becomes insolvent or bankrupt, then the Issuer may remove the Trustee, or any Holder who has been a bona fide Holder for not less than 6 months may petition any court for removal of the Trustee and appointment of a successor Trustee.

Any removal or resignation of the Trustee shall not become effective until the acceptance of appointment by the successor Trustee.

The Secured Notes Indenture contains provisions for the indemnification of the Trustee for any loss, liability, taxes, fees and expenses incurred without gross negligence or willful misconduct on its part, arising out of or in connection with the acceptance or administration of the Secured Notes Indenture.

Concerning the Collateral Agent

Credit Suisse AG will be the Collateral Agent as of the Issue Date. Each of the Notes Secured Parties hereby irrevocably appoints Credit Suisse AG (and its successors) to act on its behalf as the Collateral Agent under each of the Notes Collateral 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 thereof. The Collateral Agent will have no duties or obligations except those expressly set forth in the Notes Collateral Documents of which it is party. The Collateral Agent will not be liable for any action taken or not taken by it in the absence of its own gross negligence or willful misconduct. The Collateral Agent will be entitled to rely upon, and will not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper person. The Collateral Agent may also 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 Issuer), independent accountants and other experts selected by it, and will not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

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 by the Notes Collateral 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 Collateral Document or applicable law;

(iii) shall not, except as expressly set forth in the Notes Collateral Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Issuer 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 (a) with the consent or at the request of the Applicable Authorized Representative or (b) in the absence of its own gross negligence or willful misconduct or (c) in reliance on a certificate of an authorized officer of Holdings or the Issuer stating that such action is permitted by the terms of the Intercreditor Agreement. The Collateral Agent shall be deemed not to have knowledge of any event of default under any series of First Lien Obligations unless and until written notice describing such event of default is given to the Collateral Agent by the Representative of such First Lien Obligations or Holdings or the Issuer; and

(v) shall not be responsible for or have any duty to ascertain or inquire into (a) any statement, warranty or representation made in or in connection with the Intercreditor Agreement or any other Collateral Document, (b) the contents of any certificate, report or other document delivered thereunder or in connection therewith, (c) the performance or observance of any of the covenants, agreements or other terms or conditions set forth therein or the occurrence of any event of default, (d) the validity, enforceability, effectiveness or genuineness of the Intercreditor Agreement, any other Collateral Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Collateral Documents, (e) the value or the sufficiency of any Collateral for any series of First Lien Obligations, or (f) the satisfaction of any condition set forth in any First Lien Debt Document or Collateral Document, other than to confirm receipt of items expressly required to be delivered to the Collateral Agent.

BY ACCEPTING A NOTE EACH HOLDER WILL BE DEEMED TO HAVE IRREVOCABLY AGREED TO THE FOREGOING PROVISIONS OF THE TWO PRIOR PARAGRAPHS AND SHALL BE BOUND BY THOSE AGREEMENTS TO THE FULLEST EXTENT PERMITTED BY LAW. Holders may not, individually or collectively, take any direct action to enforce any rights in their favor under the Notes Collateral Documents. The Holders may only act by instruction to the Trustee, which shall instruct the Collateral Agent.

Notices

All notices to Holders of Secured Notes will be validly given if electronically delivered or mailed to them at their respective addresses in the register of the Holders of the Notes, if any, maintained by the registrar. For so long as any Secured Notes are represented by global notes, all notices to Holders of the Secured Notes will be delivered to DTC in accordance with the applicable procedures of DTC, delivery of which shall be deemed to satisfy the requirements of this paragraph, which will give such notices to the Holders of book-entry Interests.

Each such notice shall be deemed to have been given on the date of such publication or, if published more than once on different dates, on the first date on which publication is made; *provided* that, if notices are mailed, such notice shall be deemed to have been given on the later of such publication and the seventh day after being so mailed. Any notice or communication mailed to a Holder shall be mailed to such Person by first-class mail or other equivalent means and shall be sufficiently given to him if so mailed within the time prescribed. Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

Governing Law

The Secured Notes Indenture and the Secured Notes, including any Secured Note Guarantees, and the rights and duties of the parties thereunder shall be governed by and construed in accordance with the laws of the State of New York.

Certain Definitions

"*Accounts*" has the meaning given to such term in the New York UCC.

"*Acquired Indebtedness*" means Indebtedness (1) of a Person or any of its Subsidiaries existing at the time such Person becomes a Restricted Subsidiary, or (2) assumed in connection with the acquisition of assets from such Person, in each case whether or not Incurred by such Person in connection with such Person becoming a Restricted Subsidiary of the Issuer or such acquisition or (3) of a Person at the time such Person merges with or into or consolidates, amalgamates or otherwise combines with the Issuer or any Restricted Subsidiary. Acquired Indebtedness shall be deemed to have been Incurred, with respect to clause (1) of the preceding sentence, on the date such Person becomes a Restricted Subsidiary and, with respect to clause (2) of the preceding sentence, on the date of consummation of such acquisition of assets and, with respect to clause (3) of the preceding sentence, on the date of the relevant merger, consolidation or other combination.

"*Acquisition*" means the transactions contemplated by the Merger Agreement.

"*Additional Assets*" means:

(1) any property or assets (other than Capital Stock) used or to be used by the Issuer, a Restricted Subsidiary or otherwise useful in a Similar Business (it being understood that capital expenditures on property or assets already used in a Similar Business or to replace any property or assets that are the subject of such Asset Disposition shall be deemed an investment in Additional Assets);

(2) the Capital Stock of a Person that is engaged in a Similar Business and becomes a Restricted Subsidiary as a result of the acquisition of such Capital Stock by the Issuer or a Restricted Subsidiary of the Issuer; or

(3) Capital Stock constituting a minority interest in any Person that at such time is a Restricted Subsidiary of the Issuer.

"*Additional First Lien Obligation Secured Parties*" means (a) the holders of any Additional First Lien Obligations (including any Pari Passu Debt Obligations), (b) any Representative with respect thereto and (c) the successors and assigns of each of the foregoing.

"*Additional First Lien Obligation Collateral Documents*" means, in respect of any series of Additional First Lien Obligations, each agreement, instrument or other document entered into in favor of the Representative in respect of such Indebtedness or any of the other secured parties in respect thereof for purposes of securing the Obligations under such Indebtedness, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"*Additional Interest*" means all additional interest then owing pursuant to the Secured Notes Registration Rights Agreement.

"*Affiliate*" of any specified Person means any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"*Alternative Currency*" means each of Euro, British Pounds Sterling, Australian Dollars, Brazilian Real, Canadian Dollars, Chinese Yuan, Danish Kroner, Egyptian Pound, Hong Kong Dollars, Indian Rupee, Indonesian Rupiah, Japanese Yen, Korean Won, Mexican Pesos, New Zealand Dollars, Russian Ruble, Singapore Dollars, Swedish Kroner, Swiss Francs and each other currency (other than United States Dollars) that is a lawful currency (other than United States Dollars) that is readily available and freely transferable and convertible into United States Dollars.

"*Applicable Premium*" means the greater of (A) 1.0% of the principal amount of such Secured Note and (B) on any redemption date, the excess (to the extent positive) of:

(a) the present value at such redemption date of (i) the redemption price of such Secured Note at February 1, 2017 (such redemption price (expressed in percentage of principal amount) being set forth in the table under "—Optional Redemption" (excluding accrued but unpaid interest to the date of redemption)), plus (ii) all required interest payments due on such Secured Note to and including such date set forth in clause (i) (excluding accrued but unpaid interest to the date of redemption), computed on the redemption date using a discount rate equal to the Applicable Treasury Rate at such redemption date plus 50 basis points; over

(b) the outstanding principal amount of such Secured Note;

in each case, as calculated by the Issuer or on behalf of the Issuer by such Person as the Issuer shall designate.

"*Applicable Treasury Rate*" means the yield to maturity at the time of computation of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) which has become publicly available at least two Business Days (but not more than five Business Days) prior to the redemption date (or, if such statistical release is not so published or available, any publicly available source of similar market data selected by the Issuer in good faith)) most nearly equal to the period from the redemption date to February 1, 2017; *provided, however*, that if the period from the redemption date to February 1, 2017 is not equal to the constant maturity of a United States Treasury security for which a weekly average yield is given, the Applicable Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if the period from the redemption date to such applicable date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

"*Asset Disposition*" means:

(a) the sale, conveyance, transfer or other disposition, whether in a single transaction or a series of related transactions, of property or assets (including by way of a Sale and Leaseback Transaction) of the Issuer or any of its Restricted Subsidiaries (in each case other than Capital Stock of the Issuer) (each referred to in this definition as a "*disposition*"); or

(b) the issuance or sale of Capital Stock of any Restricted Subsidiary (other than Preferred Stock or Disqualified Stock of Restricted Subsidiaries issued in compliance with the covenant described under "—Certain Covenants—Limitation on Indebtedness" or directors' qualifying shares and shares issued to foreign nationals as required under applicable law), whether in a single transaction or a series of related transactions;

in each case, other than:

(1) a disposition by a Restricted Subsidiary to the Issuer or by the Issuer or a Restricted Subsidiary to a Restricted Subsidiary;

(2) a disposition of cash, Cash Equivalents or Investment Grade Securities;

(3) a disposition of inventory or other assets in the ordinary course of business or consistent with past practice (including allowing any registrations or any applications for registrations of any intellectual property rights to lapse or go abandoned in the ordinary course of business or consistent with past practice);

(4) a disposition of obsolete, worn out, uneconomic, damaged or surplus property, equipment or other assets or property, equipment or other assets that are no longer economically practical, commercially desirable to maintain, used or useful in the conduct of the business of the Issuer and its Restricted Subsidiaries, whether now or hereafter owned or leased or acquired in connection with an acquisition;

(5) transactions permitted under "—Certain Covenants—Merger and Consolidation—The Issuer" or a transaction that constitutes a Change of Control;

(6) an issuance of Capital Stock by a Restricted Subsidiary to the Issuer or to another Restricted Subsidiary or as part of or pursuant to an equity incentive or compensation plan approved by the Board of Directors of Holdings;

(7) any dispositions of Capital Stock, properties or assets in a single transaction or series of related transactions with a fair market value (as determined in good faith by the Issuer) of less than $100.0 million;

(8) any Restricted Payment that is permitted to be made, and is made, under the covenant described above under "—Certain Covenants—Limitation on Restricted Payments" and the making of any Permitted Payment or Permitted Investment or, solely for purposes of clause (3) of the first paragraph under "—Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock," asset sales, the proceeds of which are used to make such Restricted Payments or Permitted Investments;

(9) dispositions consisting of Permitted Liens;

(10) dispositions of receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business or consistent with past practice or in bankruptcy or similar proceedings and exclusive of factoring or similar arrangements;

(11) conveyances, sales, transfers, licenses or sublicenses or other dispositions of intellectual property, software or other general intangibles and licenses, sub-licenses, leases or subleases of other property, in each case, in the ordinary course of business or consistent with past practice or pursuant to a research or development agreement in which the counterparty to such agreement receives a license to use the intellectual property or software that result from such agreement;

(12) foreclosure, condemnation or any similar action with respect to any property or other assets;

(13) the sale or discount (with or without recourse, and on customary or commercially reasonable terms and for credit management purposes) of accounts receivable or notes receivable arising in the ordinary course of business or consistent with past practice, or the conversion or exchange of accounts receivable for notes receivable;

(14) any disposition of Capital Stock, Indebtedness or other securities of an Unrestricted Subsidiary;

(15) any disposition of Capital Stock of a Restricted Subsidiary pursuant to an agreement or other obligation with or to a Person (other than the Issuer or a Restricted Subsidiary) from whom such Restricted Subsidiary was acquired, or from whom such Restricted Subsidiary acquired its business and assets (having been newly formed in connection with such acquisition), made as part of such acquisition and in each case comprising all or a portion of the consideration in respect of such sale or acquisition;

(16) (i) dispositions of property to the extent that such property is exchanged for credit against the purchase price of similar replacement property that is promptly purchased, (ii) dispositions of property to the extent that the proceeds of such disposition are promptly applied to the purchase price of such replacement property (which replacement property is actually promptly purchased) and (iii) to the extent allowable under Section 1031 of the Code, any exchange of like property (excluding any boot thereon) for use in a Similar Business;

(17) any sale, disposition or creation of a Lien pursuant to a Qualified Receivables Transaction, or the disposition of an account receivable in connection with the collection or compromise thereof in the ordinary course of business or consistent with past practice;

(18) any financing transaction with respect to property constructed, acquired, replaced, repaired or improved (including any reconstruction, refurbishment, renovation and/or development of real property) by the Issuer or any Restricted Subsidiary after the Issue Date, including Sale and Leaseback Transactions and asset securitizations, permitted by the Secured Notes Indenture;

(19) dispositions of Investments in joint ventures or similar entities to the extent required by, or made pursuant to customary buy/sell arrangements between, the parties to such joint venture set forth in joint venture arrangements and similar binding arrangements;

(20) the unwinding of any Hedging Obligations pursuant to its terms;

(21) the surrender or waiver of any contractual rights and the settlement release, surrender or waiver of any contractual or other claims in each case in the ordinary course of business or consistent with past practice;

(22) any swap of assets in exchange for services or other assets in the ordinary course of business or consistent with past practice of comparable or greater value or usefulness to the business of the Issuer as determined in good faith by the Issuer;

(23) a Hospital Swap and Permitted Hospital Dispositions;

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

(25) the contribution or other transfer of property (including Capital Stock) to any Spinout Subsidiary in a Spinout Transaction.

"*Associate*" means (i) any Person engaged in a Similar Business of which the Issuer or its Restricted Subsidiaries are the legal and beneficial owners of between 20% and 50% of all outstanding Voting Stock and (ii) any joint venture entered into by the Issuer or any Restricted Subsidiary of the Issuer.

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

"*Board of Directors*" means (1) with respect to the Issuer or any corporation, the board of directors or managers, as applicable, of the corporation, or any duly authorized committee thereof; (2) with respect to any partnership, the board of directors or other governing body of the general partner of the partnership or any duly authorized committee thereof; and (3) with respect to any other Person, the board or any duly authorized committee of such Person serving a similar function. Whenever any provision requires any action or determination to be made by, or any approval of, a Board of Directors, such action, determination or approval shall be deemed to have been taken or made if approved by a majority of the directors on any such Board of Directors (whether or not such action or approval is taken as part of a formal board meeting or as a formal board approval).

"*Business Day*" means each day that is not a Saturday, Sunday or other day on which banking institutions in New York, New York, United States or the jurisdiction of the place of payment are authorized or required by law to close.

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

"*Capitalized Lease Obligations*" means an obligation that is required to be classified and accounted for as a capitalized lease for financial reporting purposes on the basis of GAAP. The amount of Indebtedness represented by such obligation will be the capitalized amount of such obligation at the time any determination thereof is to be made as determined on the basis of GAAP, and the Stated Maturity thereof will be the date of the last payment of rent or any other amount due under such lease prior to the first date such lease may be terminated without penalty. For purposes of the covenant described under "*—Certain Covenants—Limitation on Liens*," a Capitalized Lease Obligation will be deemed to be secured by a Lien on the property being leased.

"*Cash Equivalents*" means:

(1) (a) United States Dollars, Euro, or any national currency of any member state of the European Union or Canada; or (b) any other foreign currency held by the Issuer and the Restricted Subsidiaries in the ordinary course of business or consistent with past practice;

(2) securities issued or directly and fully Guaranteed or insured by the United States or Canadian governments, a member state of the European Union or, in each case, or any agency or instrumentality of the foregoing (*provided* that the full faith and credit obligation of such country or such member state is pledged in support thereof), having maturities of not more than two years from the date of acquisition;

(3) certificates of deposit, time deposits, eurodollar time deposits, overnight bank deposits or bankers' acceptances having maturities of not more than one year from the date of acquisition thereof issued by any lender or by any bank or trust company (a) whose commercial paper is rated at least "A-2" or the equivalent thereof by S&P or at least "P-2" or the equivalent thereof by Moody's (or if at the time neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization) or (b) (in the event that the bank or trust company does not have commercial paper which is rated) having combined capital and surplus in excess of $100.0 million;

(4) repurchase obligations for underlying securities of the types described in clauses (2), (3) and (7) entered into with any bank meeting the qualifications specified in clause (3) above;

(5) commercial paper rated at least (i) "A-1" or higher by S&P or "P-1" or higher by Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Issuer) maturing within two years after the date of creation thereof or (ii) "A-2" or higher by S&P or "P-2" or higher by Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Issuer) maturing within one year after the date of creation thereof, or, in each case, if no rating is available in respect of the commercial paper, the issuer of which has an equivalent rating in respect of its long-term debt;

(6) marketable short-term money market and similar securities having a rating of at least "P-2" or "A-2" from either S&P or Moody's, respectively (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Issuer) and in each case maturing within 24 months after the date of creation or acquisition thereof;

(7) readily marketable direct obligations issued by any state, commonwealth or territory of the United States of America or any political subdivision, taxing authority or public instrumentality thereof, in each case, having one of the two highest ratings categories by S&P or Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Issuer) with maturities of not more than two years from the date of acquisition;

(8) readily marketable direct obligations issued by any foreign government or any political subdivision, taxing authority or public instrumentality thereof, in each case, having one of the two highest ratings categories obtainable by S&P or Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Issuer) with maturities of not more than two years from the date of acquisition;

(9) Investments with average maturities of 12 months or less from the date of acquisition in money market funds rated within the three highest ratings categories by S&P or Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Issuer);

(10) with respect to any Foreign Subsidiary: (i) obligations of the national government of the country in which such Foreign Subsidiary maintains its chief executive office and principal place of business provided such country is a member of the Organization for Economic Cooperation and Development, in each case maturing within one year after the date of investment therein, (ii) certificates of deposit of, bankers acceptance of, or time deposits with, any commercial bank which is organized and existing under the laws of the country in which such Foreign Subsidiary maintains its chief executive office and principal place of business provided such country is a member of the Organization for Economic Cooperation and Development, and whose short-term commercial paper rating from S&P is at least "A-1" or the equivalent thereof or from Moody's is at least "P-1" or the equivalent thereof (any such bank being an "*Approved Foreign Bank*"), and in each case with maturities of not more than 270 days from the date of acquisition and (iii) the equivalent of demand deposit accounts which are maintained with an Approved Foreign Bank;

(11) Indebtedness or Preferred Stock issued by Persons with a rating of (i) "A" or higher from S&P or "A-2" or higher from Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Issuer) with maturities of 24 months or less from the date of acquisition, or (ii) "A-" or higher from S&P or "A-3" or higher from Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Issuer) with maturities of 12 months or less from the date of acquisition;

(12) bills of exchange issued in the United States, Canada, a member state of the European Union or Japan eligible for rediscount at the relevant central bank and accepted by a bank (or any dematerialized equivalent);

(13) Cash Equivalents or instruments similar to those referred to in clauses (1) through (12) above denominated in Dollars or any Alternative Currency;

(14) interests in any investment company, money market, enhanced high yield fund or other investment fund which invests 90% or more of its assets in instruments of the types specified in clauses (1) through (13) above; and

(15) for purposes of clause (2) of the definition of "Asset Disposition," any marketable securities portfolio owned by the Issuer and its Subsidiaries on the Issue Date.

Notwithstanding the foregoing, Cash Equivalents shall include amounts denominated in currencies other than those set forth in clause (1) above, *provided* that such amounts are converted into any currency listed in clause (1) as promptly as practicable and in any event within 10 Business Days following the receipt of such amounts.

"*Cash Management Services*" means any one or more of the following types of services or facilities: (a) automated clearing house transfers and transactions, (b) cash management services, including controlled disbursement services, treasury, depository, overdraft, credit or debit card, stored value card, electronic funds transfer services, (c) foreign exchange facilities, deposit and other accounts and merchant services and (d) services and facilities substantially similar to the foregoing.

"*Change of Control*" means:

(1) the Issuer becomes aware of (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) any "person" or "group" of related persons (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act as in effect on the Issue Date) becoming the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act as in effect on the Issue Date), directly or indirectly, of more than 50% of the total voting power of the Voting Stock of the Issuer or Holdings (other than a transaction following which holders of securities that represented 100% of the Voting Stock of Holdings or the Issuer, as applicable, immediately prior to such transaction (or other securities into which such securities are converted as part of such transaction) own, directly or indirectly, at a least a majority of the voting power of the Voting Stock of the surviving Person in such transaction immediately after such transaction); or

(2) the sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of the Issuer and its Restricted Subsidiaries taken as a whole to a Person, other than a Restricted Subsidiary.

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

"*Collateral*" means all assets and properties subject to Liens created pursuant to any Notes Collateral Document to secure the Obligations in respect of the Secured Notes (including the Secured Note Guarantees), the Notes Collateral Documents and the Secured Notes Indenture.

"*Collateral Agent*" means Credit Suisse AG in its capacity as "Collateral Agent" under the Secured Notes Indenture and under the Collateral Documents or any successor or assign thereto in such capacity.

"*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, by and among Holdings, the Issuer, certain of its Subsidiaries identified therein as guarantors and Credit Suisse AG, as the Collateral Agent, together with the documents related thereto (including the supplements thereto and certificates delivered thereunder designating indebtedness and other obligations as "Pari Passu Debt Obligations" thereunder), as amended, restated, supplemented or otherwise modified from time to time.

"*Collateral Documents*" means, collectively, the Notes Collateral Documents, the Credit Agreement Collateral Documents and the Additional First Lien Obligation Collateral Documents and the Existing Secured Notes Collateral Documents.

"*Consolidated Depreciation and Amortization Expense*" means, with respect to any Person for any period, the total amount of depreciation and amortization expense, including amortization or write-off of (i) intangibles and non-cash organization costs, (ii) deferred financing fees or debt issuance costs and (iii) the amortization of original issue discount resulting from the issuance of Indebtedness at less than par, of such Person and its Restricted Subsidiaries for such period on a consolidated basis and otherwise determined in accordance with GAAP (but excluding amortization of prepaid cash expenses that were paid in a prior period); and any non-cash write-down of assets or asset value carried on the balance sheet (other than in respect of current assets).

"*Consolidated EBITDA*" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period:

(1) increased (without duplication) by:

(a) provision for taxes based on income or profits or capital, including, without limitation, federal, state, provincial, local, foreign, unitary, excise, property, franchise and similar taxes and foreign withholding and similar taxes (including any penalties and interest) of such Person paid or accrued during such period, including any penalties and interest relating to any tax examinations, to the

extent the same were deducted (and not added back) in computing such Consolidated Net Income; *plus*

(b) Fixed Charges of such Person for such period (including (x) net losses on any Hedging Obligations or other derivative instruments entered into for the purpose of hedging interest rate risk, (y) bank fees and (z) costs of surety bonds in connection with financing activities, plus amounts excluded from the definition of "Consolidated Interest Expense" pursuant to clauses (u) through (z) in clause (1) thereof), to the extent the same were deducted (and not added back) in computing such Consolidated Net Income; *plus*

(c) Consolidated Depreciation and Amortization Expense of such Person for such period, to the extent the same were deducted (and not added back) in computing such Consolidated Net Income; *plus*

(d) (x) Transaction Expenses and (y) any fees, costs, expenses or charges (other than Consolidated Depreciation and Amortization Expense) related to any actual, proposed or contemplated issuance or registration (actual or proposed) of any Equity Offering, Permitted Investment, acquisition, disposition, recapitalization or the incurrence or registration (actual or proposed) of Indebtedness (including a refinancing thereof) (in each case, whether or not consummated or successful), including (i) such fees, expenses or charges related to the offering of the Secured Notes, the Credit Agreement, any other Credit Facilities and any fees related to a Qualified Receivables Transaction, and (ii) any amendment, waiver, consent or other modification of the Secured Notes, the Credit Agreement, any other Credit Facilities and any fees related to a Qualified Receivables Transaction, in each case, whether or not consummated or successful, to the extent the same were deducted (and not added back) in computing such Consolidated Net Income; *plus*

(e) the amount of any restructuring charge, reserve, integration cost, or other business optimization expense or cost (including charges directly related to implementation of cost-savings initiatives) to the extent the same were deducted (and not added back) in computing such Consolidated Net Income, including, without limitation, any one time costs Incurred in connection with acquisitions or divestitures after the Issue Date, those related to severance, retention, signing bonuses, relocation, recruiting and other employee related costs, future lease commitments and costs related to the opening and closure and/or consolidation of facilities and to exiting lines of business; *plus*

(f) any other non-cash charges, write-downs, expenses, losses or items reducing such Consolidated Net Income including any impairment charges or the impact of purchase accounting; provided that if any non-cash charge or other item referred to in this clause (f) represents and accrual or reserve for potential cash items in any future period, the cash payment in respect thereof in such future period shall be subtracted from Consolidated EBITDA in such future period to such extent paid; *plus*

(g) [reserved];

(h) the amount of "run-rate" cost savings, operating expense reductions, other operating improvements and initiatives and synergies projected by the Issuer in good faith to result from actions taken or to be taken prior to or during such period in connection with the Transactions or any other acquisition or disposition by such Person or any of its Restricted Subsidiaries (calculated on a pro forma basis as though such cost savings, operating expense reductions, other operating improvements and initiatives and synergies had been realized on the first day of such period), net of the amount of actual benefits realized prior to or during such period from such actions and net of the incremental expense incurred or to be incurred during such period in order to achieve such cost savings or other benefits referred to above; *provided* that (x) such cost savings are reasonably identifiable, reasonably attributable to the actions specified and reasonably anticipated to result from such actions and (y) such actions have been taken or are to be taken within twelve (12) months after the consummation of the acquisition or disposition which is expected to result in such cost savings or other benefits referred to above; *provided* that the

aggregate amount added back pursuant to this clause (h) shall not for any four fiscal quarter period exceed an amount equal to 10% of Consolidated EBITDA for such four fiscal quarter period (and such determination shall be made after giving effect to any adjustment pursuant to this clause (h)); *plus*

(i) any costs or expense incurred by the Issuer or a Restricted Subsidiary pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement, to the extent that such cost or expenses are funded with cash proceeds contributed to the capital of the Issuer or Net Cash Proceeds of an issuance of Capital Stock (other than Disqualified Stock) of the Issuer solely to the extent that such Net Cash Proceeds are excluded from the calculation set forth in clause (c) of the first paragraph under "—Certain Covenants—Limitation on Restricted Payments", to the extent the same were deducted (and not added back) in computing such Consolidated Net Income; *plus*

(j) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not included in Consolidated EBITDA in any period to the extent non-cash gains relating to such income were deducted in the calculation of Consolidated EBITDA pursuant to clause (2) below for any previous period and not added back; *plus*

(k) any net loss included in the consolidated financial statements due to the application of Financial Accounting Standards No. 160 "Non-controlling Interests in Consolidated Financial Statements ("FAS 160") (Accounting Standard Codification Topic 810) to the deconsolidation of a Subsidiary, to the extent the same were deducted (and not added back) in computing such Consolidated Net Income*; plus*

(l) realized foreign exchange losses resulting from the impact of foreign currency changes on the valuation of assets or liabilities on the balance sheet of the Issuer and its Restricted Subsidiaries, to the extent the same were deducted (and not added back) in computing such Consolidated Net Income; *plus*

(m) upfront fees or charges arising from any Qualified Receivables Transaction for such period, and any other amounts for such period comparable to or in the nature of interest under any Qualified Receivables Transaction, and losses on dispositions or sale of assets in connection with any Qualified Receivables Transaction for such period, to the extent the same were deducted (and not added back) in computing such Consolidated Net Income;

(2) decreased (without duplication) by an amount which in the determination of such Consolidated Net Income has been included for: (a) non-cash items increasing such Consolidated Net Income (other than the accrual of revenue in the ordinary course of business), excluding (i) any non-cash gains to the extent they represent the reversal of an accrual or reserve for a potential cash item that reduced Consolidated EBITDA in any prior period and (ii) any non-cash gains in respect of which cash was actually received in a prior period so long as such cash did not increase Consolidated EBITDA in such prior period; *plus* (b) realized foreign exchange income or gains resulting from the impact of foreign currency changes on the valuation of assets or liabilities on the balance sheet of the Issuer and its Restricted Subsidiaries; *plus* (c) any net income included in the consolidated financial statements due to the application of FAS 160 (Accounting Standards Codification Topic 810) to the deconsolidation of a Subsidiary; and

(3) increased or decreased (without duplication) by, as applicable, any adjustments resulting from the application of Accounting Standards Codification Topic 460 or any comparable regulation.

"*Consolidated Interest Expense*" means, with respect to any Person for any period, without duplication, the sum of:

(1) consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued (including (a) amortization of original issue discount or premium resulting from the issuance of Indebtedness at less than par, (b) all commissions, discounts and other fees and charges

owed with respect to letters of credit or bankers acceptances or any similar facilities or similar financing and hedging agreements, (c) non-cash interest payments (but excluding any non-cash interest expense attributable to the movement in the mark to market valuation of any Hedging Obligations or other derivative instruments pursuant to GAAP), (d) the interest component of Capitalized Lease Obligations or any deferred payment obligations, (e) net payments, if any, pursuant to interest rate Hedging Obligations with respect to Indebtedness and (f) interest accruing on any Indebtedness of any other Person to the extent such Indebtedness is Guaranteed by (or secured by the assets of) such Person or any of its Restricted Subsidiaries, and excluding (t) penalties and interest relating to taxes, (u) accretion or accrual of discounted liabilities other than Indebtedness, (v) any expense resulting from the discounting of any Indebtedness in connection with the application of purchase accounting in connection with any acquisition, (w) any fees related to a Qualified Receivables Transaction, (x) amortization of deferred financing fees, debt issuance costs, commissions, fees and expenses, (y) any expensing of bridge, commitment and other financing fees and (z) imputed interest with respect to Indebtedness of any parent of such Person appearing upon the balance sheet of such Person solely by reason of purchase accounting under GAAP; *plus*

(2) consolidated capitalized interest of such Person and its Restricted Subsidiaries for such period, whether paid or accrued; *less*

(3) interest income for such period.

For purposes of this definition, interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by such Person to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP.

"*Consolidated Net Income*" means, with respect to any Person for any period, the net income (loss) of such Person and its Restricted Subsidiaries for such period determined on a consolidated basis on the basis of GAAP; *provided*, *however*, that there will not be included in such Consolidated Net Income (without duplication):

(1) any net income (loss) of any Person if such Person is not a Restricted Subsidiary, except that any equity in the net income of any such Person for such period will be included in such Consolidated Net Income up to the aggregate amount of cash or Cash Equivalents actually distributed by such Person during such period to the Issuer or a Restricted Subsidiary as a dividend or other distribution or return on investment (subject, in the case of a dividend or other distribution or return on investment to the Issuer or a Restricted Subsidiary, to the limitations contained in clause (2) below);

(2) solely for the purpose of determining the amount available for Restricted Payments under clause (c)(i) of the first paragraph of the covenant described under "—Certain Covenants—Limitation on Restricted Payments," any net income (loss) of any Restricted Subsidiary (other than the Guarantors) if such Subsidiary is subject to restrictions, directly or indirectly, on the payment of dividends or the making of distributions by such Restricted Subsidiary, directly or indirectly, to the Issuer or a Guarantor by operation of the terms of such Restricted Subsidiary's charter or any agreement, instrument, judgment, decree, order, statute or governmental rule or regulation applicable to such Restricted Subsidiary or its shareholders (other than (a) restrictions that have been waived or otherwise released, (b) restrictions pursuant to the Credit Agreement, the Secured Notes, or the Secured Notes Indenture, and (c) restrictions specified in clause (13)(i) of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Restrictions on Distributions from Restricted Subsidiaries"), except that the Issuer's equity in the net income of any such Restricted Subsidiary for such period will be included in such Consolidated Net Income up to the aggregate amount of cash or Cash Equivalents actually distributed or that could have been distributed by such Restricted Subsidiary during such period to the Issuer or another Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend to another Restricted Subsidiary, to the limitation contained in this clause);

(3) any net gain (or loss) realized upon the sale or other disposition of any asset or disposed operations of the Issuer or any Restricted Subsidiaries (including pursuant to any Sale and Leaseback Transaction), which is not sold or otherwise disposed of in the ordinary course of business or consistent with past practice (as determined in good faith by the Issuer);

(4) any extraordinary, exceptional, unusual or nonrecurring gain, loss, income, charge or expense (including relating to (i) the Transaction Expenses, (ii) payments made in respect of litigation that was pending against HMA or any of its Subsidiaries prior to the Issue Date and (iii) costs and expenses incurred in connection with Permitted Hospital Dispositions;

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

(6) any (i) non-cash compensation charge or expense arising from any grant of stock, stock options or other equity based awards and any non-cash deemed finance charges in respect of any pension liabilities or other retiree provisions or on the revaluation of any benefit plan obligation and (ii) income (loss) attributable to deferred compensation plans or trusts shall be excluded;

(7) all deferred financing costs written off or amortized and premiums paid or other expenses incurred directly in connection with any early extinguishment of Indebtedness and any net gain (loss) from any write-off or forgiveness of Indebtedness;

(8) any unrealized gains or losses in respect of any Hedging Obligations or any ineffectiveness recognized in earnings related to qualifying hedge transactions or the fair value of changes therein recognized in earnings for derivatives that do not qualify as hedge transactions, in each case, in respect of any Hedging Obligations;

(9) any unrealized foreign currency translation or transaction gains or losses in respect of Indebtedness of any Person denominated in a currency other than the functional currency of such Person and any unrealized foreign exchange gains or losses relating to translation of assets and liabilities denominated in foreign currencies;

(10) any unrealized foreign currency translation or transaction gains or losses in respect of Indebtedness or other obligations of the Issuer or any Restricted Subsidiary owing to the Issuer or any Restricted Subsidiary;

(11) any purchase accounting effects, including, without limitation, adjustments to inventory, property and equipment, software and other intangible assets and deferred revenue in component amounts required or permitted by GAAP and related authoritative pronouncements (including the effects of such adjustments pushed down to the Issuer and the Restricted Subsidiaries), as a result of any consummated acquisition, or the amortization or write-off of any amounts thereof (including any write-off of in process research and development);

(12) any non-cash impairment charge, write-down or write-off, including without limitation, impairment charges, write-downs or write-offs relating to goodwill, intangible assets, long-lived assets, investments in debt and equity securities, in accordance with GAAP or as a result of a change in law or regulation;

(13) any after-tax effect of income (loss) from the early extinguishment or cancellation of Indebtedness or any Hedging Obligations or other derivative instruments;

(14) accruals and reserves that are established within twelve (12) months after the Issue Date that are so required to be established as a result of the Transactions in accordance with GAAP;

(15) any net unrealized gains and losses resulting from Hedging Obligations or embedded derivatives that require similar accounting treatment and the application of Accounting Standards Codification Topic 815 and related pronouncements;

(16) any deferred tax expense associated with tax deductions or net operating losses arising as a result of the Transactions, or the release of any valuation allowance related to such item;

(17) non-cash charges and gains resulting from the application of Financial Accounting Standards No. 141R (Accounting Standards Codification Topic 805) (including with respect to earn-outs Incurred by the Issuer or any of its Restricted Subsidiaries);

(18) the amount of any expense to the extent a corresponding amount is received in cash by the Issuer and the Restricted Subsidiaries from a Person other than the Issuer or any Restricted Subsidiaries, provided such payment has not been included in determining Consolidated Net Income (it being understood that if the amounts received in cash under any such agreement in any period exceed the amount of expense in respect of such period, such excess amounts received may be carried forward and applied against expense in future periods);

(19) any net gain (or loss) from discontinued operations and any net gain (or loss) on disposal of discontinued operations; and

(20) any charges and gains in respect of those certain contingent value rights issued as part of the merger consideration in the Acquisition.

In addition, to the extent not already excluded in the Consolidated Net Income of such Person and its Restricted Subsidiaries, notwithstanding anything to the contrary in the foregoing, Consolidated Net Income shall exclude (i) any expenses and charges that are reimbursed by indemnification or other reimbursement provisions, or so long as the Issuer has made a determination that there exists reasonable evidence that such amount will in fact be indemnified or reimbursed (and such amount is in fact reimbursed within 365 days of the date of such charge or payment (with a deduction for any amount so added back to the extent not so reimbursed within such 365 days)), in connection with any investment or any sale, conveyance, transfer or other disposition of assets permitted hereunder, (ii) to the extent covered by insurance and actually reimbursed, or, so long as the Issuer has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed by the insurer and such amount is (A) not denied by the applicable carrier in writing within 180 days and (B) in fact reimbursed within 365 days of the date of such evidence (with a deduction for any amount so added back to the extent not so reimbursed within 365 days), expenses with respect to liability or casualty events or business interruption, (iii) any expenses and charges to the extent paid for, or so long as the Issuer has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed by (and such amount is in fact reimbursed within 365 days of the date of such payment (with a deduction for any amount so added back to the extent not so reimbursed within 365 days)), any third party other than such Person or any of its Restricted Subsidiaries and (iv) solely for the purpose of determining the amount available for Restricted Payments under clause (c)(i) of the first paragraph of the covenant described under "—Certain Covenants—Limitations on Restricted Payments," any repurchase, redemption, sale or other disposition of Restricted Investments or any sale of stock of or distribution, dividend or asset transfer from an Unrestricted Subsidiary, in each case to the extent any of the foregoing increase the amount of Restricted Payments permitted under such covenant pursuant to clause (c)(iv) or (c)(v), as the case may be, of the first paragraph thereof.

"*Consolidated Total Indebtedness*" means, as of any date of determination, (a) the aggregate principal amount of Indebtedness for borrowed money (other than letters of credit and bankers' acceptances, except to the extent of unreimbursed amounts thereunder, Indebtedness with respect to Cash Management Services, Hedging Obligations entered into in the ordinary course of business or consistent with past practice and not for speculative purposes and intercompany indebtedness, but in any case including the Receivables Transaction Amount in respect of any Qualified Receivables Transaction) of the Issuer and its Restricted Subsidiaries outstanding on such date minus (b) the aggregate amount, not to exceed $250.0 million, of unrestricted cash and Cash Equivalents included in the consolidated balance sheet of the Issuer and its Restricted Subsidiaries as of the end of the most recent fiscal period for which internal financial statements of the Issuer are available (with such pro forma adjustments as are consistent with the pro forma adjustments set forth in the definition of "Fixed Charge Coverage Ratio" (and with the proceeds of any Secured Indebtedness being incurred at the time of determination being excluded from unrestricted cash and Cash Equivalents to the extent such proceeds would otherwise be included as such) and as determined in good faith by the Issuer).

"*Consolidated Total Leverage Ratio*" means, with respect to any Person as of any date of determination, the ratio of (x) Consolidated Total Indebtedness as of such date to (y) the aggregate amount of Consolidated EBITDA for the period of the most recent four consecutive fiscal quarters ending prior to the date of such determination for which internal consolidated financial statements of the Issuer are available, in each case with such pro forma adjustments as are consistent with the pro forma adjustments set forth in the definition of "Fixed Charge Coverage Ratio."

"*Consolidated Total Secured Leverage Ratio*" means, with respect to any Person as of any date of determination, the ratio of (x) Consolidated Total Indebtedness secured by a Lien as of such date to (y) the aggregate amount of Consolidated EBITDA for the period of the most recent four consecutive fiscal quarters ending prior to the date of such determination for which internal consolidated financial statements of the Issuer are available, in each case with such pro forma adjustments as are consistent with the pro forma adjustments set forth in the definition of "Fixed Charge Coverage Ratio."

"*Contingent Obligations*" means, with respect to any Person, any obligation of such Person guaranteeing in any manner, whether directly or indirectly, any operating lease, dividend or other obligation that does not constitute Indebtedness ("*primary obligations*") of any other Person (the "*primary obligor*"), including any obligation of such Person, whether or not contingent:

(1) to purchase any such primary obligation or any property constituting direct or indirect security therefor;

(2) to advance or supply funds:

  (a) for the purchase or payment of any such primary obligation; or

  (b) to maintain the working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor; or

(3) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof.

"*Contractual Obligation*" means, as to any person, any provision of any security issued by such person or of any agreement, instrument or undertaking to which such person is a party or by which it or any of the property owned by it is bound.

"*Controlling Secured Parties*" means, at any time, the Secured Parties with respect to the series of First Lien Obligations the Representative of which is, at such time, the Applicable Authorized Representative.

"*Credit Agreement*" means the Credit Agreement, originally dated as of July 25, 2007, by and among, Holdings, the Issuer, the guarantors from time to time party thereto and Credit Suisse, as administrative agent and collateral agent, and each lender from time to time party thereto, together with the related documents thereto (including the revolving loans thereunder, any letters of credit and reimbursement obligations related thereto, any Guarantee and collateral agreement, patent and trademark security agreement, mortgages or letter of credit applications and other Guarantees, pledges, agreements, security agreements and collateral documents), as amended, extended, renewed, restated, refunded, replaced, refinanced, supplemented, modified or otherwise changed (in whole or in part, and without limitation as to amount, terms, conditions, covenants and other provisions) from time to time, and any one or more additional agreements (and related documents) governing Indebtedness, including indentures, incurred to refinance, substitute, supplement, replace or add to (including increasing the amount available for borrowing or adding or removing any Person as a borrower, issuer or guarantor thereunder) in whole or in part, the borrowings and commitments then outstanding or permitted to be outstanding under (or otherwise incurred in compliance with) such Credit Agreement (whether documented in the agreement for such Credit Agreement or in a separate written instrument) or one or more successors to the Credit Agreement or one or more new credit agreements.

"*Credit Agreement Collateral Documents*" means the Collateral Agreement, the Intercreditor Agreement, the intellectual property security agreements, the mortgages and each other agreement, instrument or other document entered into in favor of the Collateral Agent or any of the other Credit Agreement Secured Parties for purposes of securing the Credit Agreement Obligations (including the guarantees under the Collateral Agreement), as the same may be amended, restated, supplemented or otherwise modified from time to time.

"*Credit Agreement Obligations*" means (a) the due and punctual payment of (i) the principal of and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the loans under the Credit Agreement, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Issuer under the Credit Agreement in respect of any letter of credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral, and (iii) all other monetary obligations of the Issuer to any of the Credit Agreement Secured Parties under the Credit Agreement and each of the other loan documents in respect thereof, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (b) the due and punctual performance of all other obligations of the Issuer under or pursuant to the Credit Agreement and each of the other loan documents in respect thereof, (c) the due and punctual payment and performance of all the obligations of Holdings and each other Subsidiary of Holdings under or pursuant to the Collateral Agreement and each of the other loan documents in respect of the Credit Agreement and (d) the due and punctual payment and performance of all obligations of Holdings and each Subsidiary of Holdings under each hedging agreement or cash management arrangement that (i) was in effect on July 25, 2007 with a counterparty that is, or is an Affiliate of, the Credit Agreement Administrative Agent or a lender thereunder as of July 25, 2007 or (ii) is entered into after July 25, 2007 with any counterparty that is, or is an Affiliate of, the Credit Agreement Administrative Agent or a lender at the time such hedging agreement or cash management arrangement is entered into; *provided, however,* that the aggregate amount of obligations under cash management arrangements that shall constitute "Credit Agreement Obligations" shall not exceed $200.0 million at any time.

"*Credit Agreement Secured Parties*" means (a) the holders of Credit Agreement Obligations, (b) the Representatives with respect thereto and (c) the successors and assigns of each of the foregoing.

"*Credit Facility*" means, with respect to the Issuer or any of its Subsidiaries, one or more debt facilities, indentures or other arrangements (including the Credit Agreement or commercial paper facilities and overdraft facilities) with banks, other financial institutions or investors providing for revolving credit loans, term loans, notes, receivables financing (including through the sale of receivables to such institutions or to special purpose entities formed to borrow from such institutions against such receivables), letters of credit or other Indebtedness, in each case, as amended, restated, modified, renewed, refunded, replaced, restructured, refinanced, repaid, increased or extended in whole or in part from time to time (and whether in whole or in part and whether or not with the original administrative agent and lenders or another administrative agent or agents or other banks or institutions and whether provided under the original Credit Agreement or one or more other credit or other agreements, indentures, financing agreements or otherwise) and in each case including all agreements, instruments and documents executed and delivered pursuant to or in connection with the foregoing (including any notes, any letters of credit and reimbursement obligations related thereto, any Guarantee and collateral agreement, patent and trademark security agreement, mortgages or letter of credit applications and other Guarantees, pledges, agreements, security agreements and collateral documents). Without limiting the generality of the foregoing, the term "Credit Facility" will include any agreement or instrument (1) changing the maturity of any Indebtedness Incurred thereunder or contemplated thereby, (2) adding Subsidiaries of the Issuer as additional borrowers or guarantors thereunder, (3) increasing the amount of Indebtedness Incurred thereunder or available to be borrowed thereunder or (4) otherwise altering the terms and conditions thereof.

"*Credit Facility Documents*" means the collective reference to any Credit Facility, any notes issued pursuant thereto and the guarantees thereof, and the collateral documents relating thereto, as amended, supplemented,

restated, renewed, refunded, replaced, restructured, repaid, refinanced or otherwise modified, in whole or in part, from time to time.

"*Default*" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default; *provided* that any Default that results solely from the taking of an action that would have been permitted but for the continuation of a previous Default will be deemed to be cured if such previous Default is cured prior to becoming an Event of Default.

"*Designated Non-Cash Consideration*" means the fair market value (as determined in good faith by the Issuer) of non-cash consideration received by the Issuer or one of its Restricted Subsidiaries in connection with an Asset Disposition that is so designated as Designated Non-Cash Consideration pursuant to an Officer's Certificate, setting forth the basis of such valuation, less the amount of cash or Cash Equivalents received in connection with a subsequent payment, redemption, retirement, sale or other disposition of such Designated Non-Cash Consideration. A particular item of Designated Non-Cash Consideration will no longer be considered to be outstanding when and to the extent it has been paid, redeemed or otherwise retired or sold or otherwise disposed of in compliance with the covenant described under "—Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock."

"*Designated Preferred Stock*" means, with respect to the Issuer, Preferred Stock (other than Disqualified Stock) (a) that is issued for cash (other than to the Issuer or a Subsidiary of the Issuer or an employee stock ownership plan or trust established by the Issuer or any such Subsidiary for the benefit of their employees to the extent funded by the Issuer or such Subsidiary) and (b) that is designated as "Designated Preferred Stock" pursuant to an Officer's Certificate of the Issuer at or prior to the issuance thereof, the Net Cash Proceeds of which are excluded from the calculation set forth in clause (c)(ii) of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Restricted Payments."

"*Disinterested Director*" means, with respect to any Affiliate Transaction, a member of the Board of Directors of Holdings having no material direct or indirect financial interest in or with respect to such Affiliate Transaction. A member of the Board of Directors of Holdings shall be deemed not to have such a financial interest by reason of such member's holding Capital Stock of Holdings or any options, warrants or other rights in respect of such Capital Stock.

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

(1) matures or is mandatorily redeemable for cash or in exchange for Indebtedness pursuant to a sinking fund obligation or otherwise; or

(2) is or may become (in accordance with its terms) upon the occurrence of certain events or otherwise redeemable or repurchasable for cash or in exchange for Indebtedness at the option of the holder of the Capital Stock in whole or in part,

in each case on or prior to the earlier of (a) the Stated Maturity of the Secured Notes or (b) the date on which there are no Secured Notes outstanding; *provided*, *however*, that (i) only the portion of Capital Stock which so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date will be deemed to be Disqualified Stock and (ii) any Capital Stock that would constitute Disqualified Stock solely because the holders thereof have the right to require the Issuer to repurchase such Capital Stock upon the occurrence of a change of control or asset sale (howsoever defined or referred to) shall not constitute Disqualified Stock if any such redemption or repurchase obligation is subject to compliance by the relevant Person with the covenant described under "—Certain Covenants—Limitation on Restricted Payments"; *provided, further*, that if such Capital Stock is issued to any plan for the benefit of employees of the Issuer or its Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute

Disqualified Stock solely because it may be required to be repurchased by the Issuer or its Subsidiaries in order to satisfy applicable statutory or regulatory obligations.

"*Domestic Subsidiary*" means, with respect to any Person, any Restricted Subsidiary of such Person other than a Foreign Subsidiary.

"*DTC*" means The Depository Trust Company or any successor securities clearing agency.

"*Eligible Escrow Investments*" means any of the following securities:

(1) U.S. Government Obligations;

(2) investments in time or demand deposit accounts, certificates of deposit and money market deposits, or other similar banking arrangements in each case maturing no later than the last day of the then current month (the "*Investment End Date*"), entitled to U.S. Federal deposit insurance for the full amount thereof or issued by a bank or trust company that is organized under the laws of the United States of America or any state thereof having capital, surplus and undivided profits aggregating in excess of $500.0 million;

(3) investments in commercial paper maturing no later than the Investment End Date and having, at the date of acquisition, a credit rating no lower than A-1 from S&P, P-1 from Moody's, or F-1 from Fitch;

(4) repurchase obligations maturing no later than the Investment End Date entered into with a nationally recognized broker-dealer, with respect to which the purchased securities are obligations issued or guaranteed by the United States government or any agency thereof, which repurchase obligations shall be entered into pursuant to written agreements; and

(5) money market mutual funds that invest in items (1) through (4) above and are registered with the SEC under the Investment Company Act of 1940, as amended, and operated in accordance with Rule 2a-7 and that at the time of such investment are rated Aaa by Moody's and/or AAAm by S&P, including such funds for which the Trustee or an affiliate provides investment advice or other services.

"*Equity Offering*" means (x) a sale of Capital Stock of the Issuer (other than Disqualified Stock or Designated Preferred Stock) other than offerings registered on Form S-8 (or any successor form) under the Securities Act or any similar offering in other jurisdictions, or (y) the sale of Capital Stock or other securities of Holdings, the proceeds of which are contributed to the equity (other than through the issuance of Disqualified Stock or Designated Preferred Stock or through an Excluded Contribution) of the Issuer or any of its Restricted Subsidiaries.

"*Exchange Act*" means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder, as amended.

"*Excluded Contribution*" means Net Cash Proceeds or property or assets received by the Issuer as capital contributions to the equity (other than through the issuance of Disqualified Stock or Designated Preferred Stock) of the Issuer after the Issue Date or from the issuance or sale (other than to a Restricted Subsidiary or an employee stock ownership plan or trust established by the Issuer or any Subsidiary of the Issuer for the benefit of their employees to the extent funded by the Issuer or any Restricted Subsidiary) of Capital Stock (other than Disqualified Stock or Designated Preferred Stock) of the Issuer, in each case, to the extent designated as an Excluded Contribution pursuant to an Officer's Certificate of the Issuer.

"*Existing Secured Notes*" means the $1,600,000,000 aggregate principal amount of 5.125% senior secured notes due 2018 issued by Finco on August 17, 2012.

"*Existing Secured Notes Collateral Documents*" means the Collateral Agreement, the Intercreditor Agreement, the intellectual property security agreements, the mortgages and each other agreement, instrument or

other document entered into in favor of the Collateral Agent or any other Existing Secured Notes Secured Party for purposes of securing the Obligations in respect of the Existing Secured Notes (including the guarantees thereof), the Existing Secured Notes Collateral Documents and the indenture governing the Existing Secured Notes, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"*Existing Secured Notes Secured Parties*" means (a) the holders of the Obligations in respect of the Existing Secured Notes, (b) the Representatives with respect thereto and (c) the successors and assigns of each of the foregoing.

"*fair market value*" may be conclusively established by means of an Officer's Certificate or resolutions of the Board of Directors of the Issuer setting out such fair market value as determined by such Officer or such Board of Directors in good faith.

"*Finco*" means CHS/Community Health Systems, Inc., a Delaware corporation, or any successor thereto.

"*First Lien*" means the liens on the Collateral in favor of the Secured Parties under the Collateral Documents.

"*First Lien Debt Documents*" means, with respect to any class of First Lien Obligations, the promissory notes, indentures, Collateral Documents or other operative agreements evidencing or governing such First Lien Obligations, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"*First Lien Obligations*" means the Obligations in respect of the Secured Notes (including the Secured Note Guarantees), the Notes Collateral Documents and the Secured Notes Indenture, the Credit Agreement Obligations, the Obligations in respect of the Existing Secured Notes (including the guarantees in respect thereof) and any Additional First Lien Obligations secured by the Collateral on a *pari passu* basis (but without regard to control of remedies) with the Secured Notes; *provided, however*, that (i) such indebtedness is permitted to be incurred, secured and guaranteed on such basis by each First Lien Debt Document and (ii) in the case of any First Lien Obligations incurred after the Issue Date, the Representative for the holders of such indebtedness will have become party to the Intercreditor Agreement.

"*Fitch*" means Fitch Ratings, Inc. or any of its successors or assigns that is a Nationally Recognized Statistical Rating Organization.

"*Fixed Charge Coverage Ratio*" means, with respect to any Person on any determination date, the ratio of Consolidated EBITDA of such Person for the most recent four consecutive fiscal quarters ending immediately prior to such determination date for which internal consolidated financial statements are available to the Fixed Charges of such Person for such four consecutive fiscal quarters.

In the event that the Issuer or any Restricted Subsidiary Incurs, assumes, Guarantees, redeems, defeases, retires or extinguishes any Indebtedness (other than Indebtedness incurred under any revolving credit facility unless such Indebtedness has been permanently repaid and has not been replaced) or issues or redeems Disqualified Stock or Preferred Stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated but prior to or simultaneously with the event for which the calculation of the Fixed Charge Coverage Ratio is made (the "*Fixed Charge Coverage Ratio Calculation Date*"), then the Fixed Charge Coverage Ratio shall be calculated giving pro forma effect to such Incurrence, assumption, Guarantee, redemption, defeasance, retirement or extinguishment of Indebtedness, or such issuance or redemption of Disqualified Stock or Preferred Stock, as if the same had occurred at the beginning of the applicable four-quarter period; *provided*, *however*, that the pro forma calculation shall not give effect to any Indebtedness Incurred on such determination date pursuant to the provisions described in the second paragraph under "—Certain Covenants—Limitation on Indebtedness."

For purposes of making the computation referred to above, any Investments, acquisitions, dispositions, mergers, consolidations and disposed operations that have been made by the Issuer or any of its Restricted Subsidiaries, during the four-quarter reference period or subsequent to such reference period and on or prior to or simultaneously with the Fixed Charge Coverage Ratio Calculation Date shall be calculated on a pro forma basis assuming that all such Investments, acquisitions, dispositions, mergers, consolidations and disposed or discontinued operations (and the change in any associated fixed charge obligations and the change in Consolidated EBITDA resulting therefrom) had occurred on the first day of the four-quarter reference period. If since the beginning of such period any Person that subsequently became a Restricted Subsidiary or was merged with or into the Issuer or any of its Restricted Subsidiaries since the beginning of such period shall have made any Investment, acquisition, disposition, merger, consolidation or disposed or discontinued operation that would have required adjustment pursuant to this definition, then the Fixed Charge Coverage Ratio shall be calculated giving pro forma effect thereto for such period as if such Investment, acquisition, disposition, merger, consolidation or disposed operation had occurred at the beginning of the applicable four-quarter period.

For purposes of this definition, whenever pro forma effect is to be given to a transaction, the pro forma calculations shall be made in good faith by a responsible financial or chief accounting officer of the Issuer (including with respect to cost savings; *provided* that (x) such cost savings are reasonably identifiable, reasonably attributable to the action specified and reasonably anticipated to result from such actions and (y) such actions have been taken or initiated and the benefits resulting therefrom are anticipated by the Issuer to be realized within twelve (12) months). If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the Fixed Charge Coverage Ratio Calculation Date had been the applicable rate for the entire period (taking into account any Hedging Obligations applicable to such Indebtedness). Interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer of the Issuer to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP. For purposes of making the computation referred to above, interest on any Indebtedness under a revolving credit facility computed with a pro forma basis shall be computed based upon the average daily balance of such Indebtedness during the applicable period. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be determined to have been based upon the rate actually chosen, or if none, then based upon such optional rate chosen as the Issuer may designate.

"*Fixed Charges*" means, with respect to any Person for any period, the sum of:

(1) Consolidated Interest Expense of such Person for such period;

(2) all cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of Preferred Stock of any Subsidiary of such Person during such period; and

(3) all cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of Disqualified Stock during such period.

"*Foreign Subsidiary*" means, with respect to any Person, (i) any Subsidiary of such Person that is not organized or existing under the laws of the United States, any state thereof or the District of Columbia, and any Subsidiary of such Subsidiary and (ii) any Subsidiary of such Person that otherwise would be a Domestic Subsidiary substantially all of whose assets consist of Capital Stock and/or indebtedness of one or more Foreign Subsidiaries and any other assets incidental thereto.

"*GAAP*" means generally accepted accounting principles in the United States of America as in effect on the date of any calculation or determination required hereunder. Except as otherwise set forth in the Secured Notes Indenture, all ratios and calculations based on GAAP contained in the Secured Notes Indenture shall be computed in accordance with GAAP as in effect on the Issue Date. At any time after the Issue Date, the Issuer may elect to establish that GAAP shall mean the GAAP as in effect on or prior to the date of such election; *provided, however,* that any such election, once made, shall be irrevocable. At any time after the Issue Date, the Issuer may elect to apply IFRS accounting principles in lieu of GAAP and, upon any such election, references

herein to GAAP shall thereafter be construed to mean IFRS (except as otherwise provided in the Secured Notes Indenture), including as to the ability of the Issuer to make an election pursuant to the previous sentence; *provided* that any such election, once made, shall be irrevocable; *provided*, *however*, that any calculation or determination in the Secured Notes Indenture that require the application of GAAP for periods that include fiscal quarters ended prior to the Issuer's election to apply IFRS shall remain as previously calculated or determined in accordance with GAAP; *provided*, *further*, that the Issuer may only make such election if it also elects to report any subsequent financial reports required to be made by the Issuer or Holdings, including pursuant to Section 13 or Section 15(d) of the Exchange Act and the covenants described under "—Certain Covenants—Reports," in IFRS. The Issuer shall give notice of any such election made in accordance with this definition to the Trustee and the Holders.

"*General Intangibles*" means all choses in action and causes of action and all other intangible personal property of any Grantor of every kind and nature (other than Accounts) now owned or hereafter acquired by any Grantor, including all rights and interests in partnerships, limited partnerships, limited liability companies and other unincorporated entities, corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, hedging agreements and other agreements), intellectual property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an account debtor of any of the Accounts.

"*Governmental Authority*" means any nation, sovereign or government, any state, province, territory or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank, stock exchange or other entity or authority exercising executive, legislative, judicial, taxing, regulatory, self-regulatory or administrative powers or functions of or pertaining to government.

"*Grantor*" means any entity that pledges Collateral.

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

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

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

provided, *however*, that the term "Guarantee" will not include (x) endorsements for collection or deposit in the ordinary course of business or consistent with past practice and (y) standard contractual indemnities or product warranties provided in the ordinary course of business; *provided, further,* that the amount of any Guarantee shall be deemed to be the lower of (i) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee is made and (ii) the maximum amount for which such guaranteeing Person may be liable pursuant to the terms of the instrument embodying such Guarantee or, if such Guarantee is not an unconditional guarantee of the entire amount of the primary obligation and such maximum amount is not stated or determinable, the amount of such guaranteeing Person's maximum reasonably anticipated liability in respect thereof as determined by such Person in good faith. The term "Guarantee" used as a verb has a corresponding meaning.

"*Guarantor*" means Holdings and any Restricted Subsidiary that Guarantees the Secured Notes, until such Secured Note Guarantee is released in accordance with the terms of the Secured Notes Indenture.

"*Hedging Obligations*" means, with respect to any Person, the obligations of such Person under any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, commodity swap agreement, commodity cap agreement, commodity collar agreement, foreign exchange contracts, currency swap agreement or similar agreement providing for the transfer or mitigation of interest rate, commodity price or currency risks either generally or under specific contingencies.

"*HMA*" means Health Management Associates, Inc., a Delaware corporation, and its successors.

"*Holder*" means each Person in whose name the Secured Notes are registered on the Registrar's books, which shall initially be the respective nominee of DTC.

"*Holdings*" means Community Health Systems, Inc., a Delaware corporation, or any successor thereto.

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

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

"*IFRS*" means International Financial Reporting standards as adopted in the European Union.

"*Immaterial Subsidiary*" means, at any date of determination, each Restricted Subsidiary of the Issuer that (i) has not guaranteed any other Indebtedness of the Issuer or any Subsidiary Guarantor and (ii) has Total Assets together with all other Immaterial Subsidiaries (other than Foreign Subsidiaries and Unrestricted Subsidiaries) (as determined in accordance with GAAP) and Consolidated EBITDA together with all other Immaterial Subsidiaries of less than 5.0% of the Issuer's Total Assets and Consolidated EBITDA (measured, in the case of Total Assets, at the end of the most recent fiscal period for which internal financial statements are available and, in the case of Consolidated EBITDA, for the most recently ended four consecutive fiscal quarters ended for which internal consolidated financial statements are available, in each case measured on a pro forma basis giving effect to any acquisitions or dispositions of companies, divisions or lines of business since such balance sheet date or the start of such four quarter period, as applicable).

"*Incur*" means issue, create, assume, enter into any Guarantee of, incur, extend or otherwise become liable for; *provided*, *however*, that any Indebtedness or Capital Stock of a Person existing at the time such Person becomes a Restricted Subsidiary (whether by merger, consolidation, acquisition or otherwise) will be deemed to be Incurred by such Restricted Subsidiary at the time it becomes a Restricted Subsidiary and the terms "Incurred" and "Incurrence" have meanings correlative to the foregoing and any Indebtedness pursuant to any revolving credit or similar facility shall only be "Incurred" at the time any funds are borrowed thereunder.

"*Indebtedness*" means, with respect to any Person on any date of determination (without duplication) to the extent, except with respect to clauses (6), (7) and (9) below, such obligation should appear as a liability or otherwise on the balance sheet of such Person in accordance with GAAP:

(1) the principal of indebtedness of such Person for borrowed money;

(2) the principal of obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;

(3) all reimbursement obligations of such Person in respect of letters of credit, bankers' acceptances or other similar instruments (the amount of such obligations being equal at any time to the aggregate then undrawn and unexpired amount of such letters of credit or other instruments plus the aggregate amount of drawings thereunder that have been reimbursed) (except to the extent such reimbursement obligations relate to trade payables and such obligations are satisfied within 30 days of Incurrence);

(4) the principal component of all obligations of such Person to pay the deferred and unpaid purchase price of property (except trade payables), which purchase price is due more than one year after the date of placing such property in service or taking final delivery and title thereto;

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

(6) the principal component of all obligations, or liquidation preference, of such Person with respect to any Disqualified Stock or, with respect to any Restricted Subsidiary, any Preferred Stock (but excluding, in each case, any accrued dividends);

(7) the principal component of all Indebtedness of other Persons secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; *provided*, *however*, that the amount of such Indebtedness will be the lesser of (a) the fair market value of such asset at such date of determination (as determined in good faith by the Issuer) and (b) the amount of such Indebtedness of such other Persons;

(8) Guarantees by such Person of the principal component of Indebtedness of other Persons to the extent Guaranteed by such Person;

(9) the Receivables Transaction Amount in respect of any Qualified Receivables Transaction; and

(10) to the extent not otherwise included in this definition, net obligations of such Person under Hedging Obligations (the amount of any such obligations to be equal at any time to the net payments under such agreement or arrangement giving rise to such obligation that would be payable by such Person at the termination of such agreement or arrangement).

The term "Indebtedness" shall not include any lease, concession or license of property (or Guarantee thereof) which would be considered an operating lease under GAAP as in effect on the Issue Date, any prepayments of deposits received from clients or customers in the ordinary course of business or consistent with past practice, obligations under any license, permit or other approval (or Guarantees given in respect of such obligations) Incurred prior to the Issue Date or in the ordinary course of business or consistent with past practice.

The amount of Indebtedness of any Person at any time in the case of a revolving credit or similar facility shall be the total amount of funds borrowed and then outstanding. The amount of any Indebtedness outstanding as of any date shall be (a) the accreted value thereof in the case of any Indebtedness issued with original issue discount and (b) the principal amount of Indebtedness, or liquidation preference thereof, in the case of any other Indebtedness.

Notwithstanding the above provisions, in no event shall the following constitute Indebtedness:

(i) Contingent Obligations Incurred in the ordinary course of business or consistent with past practice, and the contingent value rights issued in connection with the Acquisition;

(ii) Cash Management Services;

(iii) in connection with the purchase by the Issuer or any Restricted Subsidiary of any business, any post-closing payment adjustments to which the seller may become entitled to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing; *provided*, *however*, that, at the time of closing, the amount of any such payment is not determinable and, to the extent such payment thereafter becomes fixed and determined, the amount is paid in a timely manner;

(iv) for the avoidance of doubt, any obligations in respect of workers' compensation claims, early retirement or termination obligations, pension fund obligations or contributions or similar claims, obligations or contributions or social security or wage Taxes; or

(v) Capital Stock (other than Disqualified Stock or Preferred Stock of a Restricted Subsidiary).

"*Independent Financial Advisor*" means an investment banking or accounting firm of international standing or any third party appraiser of international standing; *provided, however*, that such firm or appraiser is not an Affiliate of the Issuer.

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

"*Instrument*" has the meaning given to such term in the New York UCC.

"*Investment"* means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of any direct or indirect advance, loan or other extensions of credit (other than advances or extensions of credit to customers, suppliers, directors, officers or employees of any Person in the ordinary course of business or consistent with past practice, and excluding any debt or extension of credit represented by a bank deposit other than a time deposit) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or the Incurrence of a Guarantee of any obligation of, or any purchase or acquisition of Capital Stock, Indebtedness or other similar instruments issued by, such other Persons and all other items that are or would be classified as investments on a balance sheet prepared on the basis of GAAP; *provided*, *however*, that endorsements of negotiable instruments and documents in the ordinary course of business or consistent with past practice will not be deemed to be an Investment. If the Issuer or any Restricted Subsidiary issues, sells or otherwise disposes of any Capital Stock of a Person that is a Restricted Subsidiary such that, after giving effect thereto, such Person is no longer a Restricted Subsidiary, any Investment by the Issuer or any Restricted Subsidiary in such Person remaining after giving effect thereto will be deemed to be a new Investment at such time.

For purposes of "—Certain Covenants—Limitation on Restricted Payments" and "—Designation of Restricted and Unrestricted Subsidiaries":

(1) "*Investment*" will include the portion (proportionate to the Issuer's equity interest in a Restricted Subsidiary to be designated as an Unrestricted Subsidiary) of the fair market value of the net assets of such Restricted Subsidiary of the Issuer at the time that such Restricted Subsidiary is designated an Unrestricted Subsidiary; *provided*, *however*, that upon a redesignation of such Subsidiary as a Restricted Subsidiary, the Issuer will be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary in an amount (if positive) equal to (a) the Issuer's "Investment" in such Subsidiary at the time of such redesignation less (b) the portion (proportionate to the Issuer's equity interest in such Subsidiary) of the fair market value of the net assets (as conclusively determined by the Board of Directors of the Issuer in good faith) of such Subsidiary at the time that such Subsidiary is so re-designated a Restricted Subsidiary; and

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

"*Investment Grade Securities*" means:

(1) securities issued or directly and fully Guaranteed or insured by the United States or Canadian government or any agency or instrumentality thereof (other than Cash Equivalents);

(2) securities issued or directly and fully guaranteed or insured by a member of the European Union, or any agency or instrumentality thereof (other than Cash Equivalents);

(3) debt securities or debt instruments with a rating of "A-" or higher from S&P or "A3" or higher by Moody's or the equivalent of such rating by such rating organization or, if no rating of Moody's or S&P then exists, the equivalent of such rating by any other Nationally Recognized Statistical Ratings Organization, but excluding any debt securities or instruments constituting loans or advances among the Issuer and its Subsidiaries; and

(4) investments in any fund that invests exclusively in investments of the type described in clauses (1), (2) and (3) above which fund may also hold cash and Cash Equivalents pending investment or distribution.

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

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

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

(3) a rating of "BBB-" or higher from Fitch;

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

"*Issue Date*" means January 27, 2014.

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

"*Management Advances*" means loans or advances made to, or Guarantees with respect to loans or advances made to, directors, officers, employees or consultants of any Parent Entity, the Issuer or any Restricted Subsidiary:

(1) (a) in respect of travel, entertainment or moving related expenses Incurred in the ordinary course of business or consistent with past practice, (b) for purposes of funding any such person's purchase of Capital Stock (or similar obligations) of the Issuer, its Subsidiaries or any Parent Entity with (in the case of this sub-clause (b)) the approval of the Board of Directors of Holdings or (c) in respect of moving related expenses Incurred in connection with any closing or consolidation of any facility or office; and

(2) not exceeding $50.0 million in the aggregate outstanding at any time.

"*Merger*" means the merger of FWCT-2 Acquisition Corporation with and into HMA, as provided for under the Merger Agreement.

"*Merger Agreement*" means the Agreement and Plan of Merger, dated as of July 29, 2013, by and among HMA, the Parent Entity and FWCT-2 Acquisition Corporation.

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

"*Mortgaged Properties*" means, at any time, those certain parcels of real property owned by Holdings or any of its Subsidiaries that at such time is subject to a mortgage Lien to secure Credit Agreement Obligations.

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

"*New York UCC*" or "*Uniform Commercial Code*" means the Uniform Commercial Code as from time to time in effect in the State of New York.

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

(1) all legal, accounting, investment banking, title and recording tax expenses, commissions and other fees and expenses Incurred, and all Taxes paid, reasonably estimated to be actually payable or accrued as a liability under GAAP (including, for the avoidance of doubt, any income, withholding and other Taxes payable as a result of the distribution of such proceeds to the Issuer and after taking into account any available tax credits or deductions and any tax sharing agreements), as a consequence of such Asset Disposition;

(2) all payments made on any Indebtedness which is secured by any assets subject to such Asset Disposition, in accordance with the terms of any Lien upon such assets, or which by applicable law must be repaid out of the proceeds from such Asset Disposition;

(3) all distributions and other payments required to be made to minority interest holders (other than any Parent Entity, the Issuer or any of its respective Subsidiaries) in Subsidiaries or joint ventures as a result of such Asset Disposition; and

(4) the deduction of appropriate amounts required to be provided by the seller as a reserve, on the basis of GAAP, against any liabilities associated with the assets disposed of in such Asset Disposition and retained by the Issuer or any Restricted Subsidiary after such Asset Disposition.

"*Net Cash Proceeds*," with respect to any issuance or sale of Capital Stock or Indebtedness, means the cash proceeds of such issuance or sale net of attorneys' fees, accountants' fees, underwriters' or placement agents' fees, listing fees, discounts or commissions and brokerage, consultant and other fees and charges actually Incurred in connection with such issuance or sale and net of Taxes paid or reasonably estimated to be actually payable as a result of such issuance or sale (including, for the avoidance of doubt, any income, withholding and other Taxes payable as a result of the distribution of such proceeds to the Issuer and after taking into account any available tax credit or deductions and any tax sharing agreements).

"*Non-Guarantor"* means any Restricted Subsidiary that is not a Secured Note Guarantor.

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

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

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

(b) is directly or indirectly liable as a guarantor or otherwise; or

(c) constitutes the lender; and

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

"*Non-Controlling Secured Parties*" means, at any time, the Secured Parties that are not the Controlling Secured Parties at such time.

"*Non-Significant Subsidiary*" means at any time, any Subsidiary of the Issuer (a) which at such time has total assets book value (including the total assets book value of any subsidiaries of such Subsidiary), or for which the Issuer or any of the Subsidiaries shall have paid (including the assumption of Indebtedness) in connection

with the acquisition of Capital Stock or the total assets of such Subsidiary, less than $10.0 million or (b) which does not and will not itself or through its subsidiaries own a hospital or an interest in a hospital or manage or operate a hospital as a "Non-Significant Subsidiary"; *provided* that the total assets of all Non-Significant Subsidiaries at any time does not exceed 5.0% of the total assets of Holdings, the Issuer and its Restricted Subsidiaries on a consolidated basis.

"*Note Documents*" means the Secured Notes (including Secured Additional Notes), the Secured Note Guarantees, the Notes Collateral Documents, the Intercreditor Agreement and the Secured Notes Indenture.

"*Notes Collateral Documents*" means the Collateral Agreement, the Intercreditor Agreement, the intellectual property security agreements, the mortgages and each other agreement, instrument or other document entered into in favor of the Collateral Agent or any other Notes Secured Party for purposes of securing the Obligations in respect of the Secured Notes (including the Secured Note Guarantees), the Notes Collateral Documents and the Secured Notes Indenture, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"*Notes Secured Parties*" means (a) the holders of Obligations in respect of the Secured Notes (including the Secured Note Guarantees), the Notes Collateral Documents and the Secured Notes Indenture, (b) the Representatives with respect thereto and (c) the successors and assigns of each of the foregoing.

"*Obligations*" means any principal, interest (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to the Issuer or any Guarantor whether or not a claim for Post-Petition Interest is allowed in such proceedings), penalties, fees, indemnifications, reimbursements (including, without limitation, reimbursement obligations with respect to letters of credit and bankers' acceptances), damages and other liabilities payable under the documentation governing any Indebtedness.

"*Officer*" means, with respect to any Person, (1) the Chairman of the Board of Directors, the Chief Executive Officer, the President, the Chief Financial Officer, any Vice President, the Treasurer, any Managing Director, or the Secretary (a) of such Person or (b) if such Person is owned or managed by a single entity, of such entity, or (2) any other individual designated as an "Officer" for the purposes of the Secured Notes Indenture by the Board of Directors of such Person.

"*Officer's Certificate*" means, with respect to any Person, a certificate signed by one Officer of such Person.

"*Opinion of Counsel*" means a written opinion from legal counsel reasonably satisfactory to the Trustee. The counsel may be an employee of or counsel to the Issuer, any of its Subsidiaries or the Trustee.

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

"*Parent Entity Expenses*" means:

(1) costs (including all professional fees and expenses) Incurred by any Parent Entity in connection with reporting obligations under or otherwise Incurred in connection with compliance with applicable laws, rules or regulations of any governmental, regulatory or self-regulatory body or stock exchange, the Secured Notes Indenture or any other agreement or instrument relating to Indebtedness of the Issuer or any Restricted Subsidiary, including in respect of any reports filed with respect to the Securities Act, Exchange Act or the respective rules and regulations promulgated thereunder;

(2) customary indemnification obligations of any Parent Entity owing to directors, officers, employees or other Persons under its charter or by-laws or pursuant to written agreements with any such Person to the extent relating to the Issuer and its Subsidiaries;

(3) obligations of any Parent Entity in respect of director and officer insurance (including premiums therefor) to the extent relating to the Issuer and its Subsidiaries;

(4) general corporate overhead expenses, including professional fees and expenses and other operational expenses of any Parent Entity related to the ownership or operation of the business of the Issuer or any of its Restricted Subsidiaries; and

(5) expenses Incurred by any Parent Entity in connection with any public offering or other sale of Capital Stock or Indebtedness:

(x) where the net proceeds of such offering or sale are intended to be received by or contributed to the Issuer or a Restricted Subsidiary,

(y) in a pro-rated amount of such expenses in proportion to the amount of such net proceeds intended to be so received or contributed, or

(z) otherwise on an interim basis prior to completion of such offering so long as any Parent Entity shall cause the amount of such expenses to be repaid to the Issuer or the relevant Restricted Subsidiary out of the proceeds of such offering promptly if completed.

"*Pari Passu Agreement*" means any indenture, credit agreement or other agreement, document or instrument, if any, pursuant to which any Grantor has or will incur, assume or otherwise become liable for, Pari Passu Debt Obligations, as the same may be amended, restated, supplemented or otherwise modified from time to time; *provided* that, in each case, the indebtedness and other obligations thereunder have been designated as Pari Passu Debt Obligations pursuant to and in accordance with the Collateral Agreement.

"*Pari Passu Debt Obligations*" means all advances to, and debts, liabilities, obligations, covenants and duties of, any Grantor arising under any Pari Passu Agreement, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), in each case, that have been designated as Pari Passu Debt Obligations pursuant to and in accordance with the Collateral Agreement and that the Representative in respect thereof has become party to the Intercreditor Agreement.

"*Pari Passu Secured Parties*" means (a) the holders of any Pari Passu Debt Obligations, (b) any Representative with respect thereto and (c) the successors and assigns of each of the foregoing.

"*Paying Agent*" means any Person authorized by the Issuer to pay the principal of (and premium, if any) or interest on any Secured Note on behalf of the Issuer.

"*Permitted Asset Swap*" means the concurrent purchase and sale or exchange of assets used or useful in a Similar Business or a combination of such assets and cash, Cash Equivalents between the Issuer or any of its Restricted Subsidiaries and another Person; *provided* that any cash or Cash Equivalents received in excess of the value of any cash or Cash Equivalents sold or exchanged must be applied in accordance with the covenant described under "—Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock."

"*Permitted Hospital Dispositions*" means any disposition of Hospitals required for receipt of antitrust approval in connection with the Acquisition.

"*Permitted Investment*" means (in each case, by the Issuer or any of its Restricted Subsidiaries):

(1) Investments in (a) a Restricted Subsidiary (including the Capital Stock of a Restricted Subsidiary) or the Issuer or (b) a Person (including the Capital Stock of any such Person) that will, upon the making of such Investment, become a Restricted Subsidiary;

(2) Investments in another Person if such Person is engaged in any Similar Business and as a result of such Investment such other Person is merged, consolidated or otherwise combined with or into, or transfers or conveys all or substantially all its assets to, the Issuer or a Restricted Subsidiary;

(3) Investments in cash, Cash Equivalents or Investment Grade Securities;

(4) Investments in receivables owing to the Issuer or any Restricted Subsidiary created or acquired in the ordinary course of business or consistent with past practice; *provided, however,* that such trade terms may include such concessionary trade terms as the Issuer or any such Restricted Subsidiary deems reasonable under the circumstances;

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

(6) Management Advances;

(7) Investments received in settlement of debts created in the ordinary course of business or consistent with past practice and owing to the Issuer or any Restricted Subsidiary or in exchange for any other Investment or accounts receivable held by the Issuer or any such Restricted Subsidiary, or as a result of foreclosure, perfection or enforcement of any Lien, or in satisfaction of judgments or pursuant to any plan of reorganization or similar arrangement including upon the bankruptcy or insolvency of a debtor or otherwise with respect to any secured Investment or other transfer of title with respect to any secured Investment in default;

(8) Investments made as a result of the receipt of non-cash consideration from a sale or other disposition of property or assets, including an Asset Disposition;

(9) Investments existing or pursuant to agreements or arrangements in effect on the Issue Date and any modification, replacement, renewal or extension thereof; *provided* that the amount of any such Investment may not be increased except (a) as required by the terms of such Investment as in existence on the Issue Date or (b) as otherwise permitted under the Secured Notes Indenture;

(10) Hedging Obligations, which transactions or obligations are Incurred in compliance with "—Certain Covenants—Limitation on Indebtedness";

(11) pledges or deposits with respect to leases or utilities provided to third parties in the ordinary course of business or consistent with past practice or Liens otherwise described in the definition of "Permitted Liens" or made in connection with Liens permitted under the covenant described under "—Certain Covenants—Limitation on Liens";

(12) any Investment to the extent made using Capital Stock of the Issuer (other than Disqualified Stock) or Capital Stock of any Parent Entity as consideration;

(13) any transaction to the extent constituting an Investment that is permitted and made in accordance with the provisions of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Affiliate Transactions" (except those described in clauses (1), (3), (6), (7), (8), (9), (12) and (16) of that paragraph);

(14) Investments consisting of purchases and acquisitions of inventory, supplies, materials and equipment or licenses or leases of intellectual property, in any case, in the ordinary course of business or consistent with past practice and in accordance with the Secured Notes Indenture;

(15) (i) Guarantees of Indebtedness not prohibited by the covenant described under "—Certain Covenants—Limitation on Indebtedness" and (other than with respect to Indebtedness) guarantees, keepwells and similar arrangements in the ordinary course of business or consistent with past practice, and (ii) performance guarantees with respect to obligations that are permitted by the Secured Notes Indenture;

(16) Investments consisting of earnest money deposits required in connection with a purchase agreement, or letter of intent, or other acquisitions to the extent not otherwise prohibited by the Secured Notes Indenture;

(17) Investments of a Restricted Subsidiary acquired on or after the Issue Date or of an entity merged into the Issuer or merged into or consolidated with a Restricted Subsidiary on or after the Issue Date to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger or consolidation and were in existence on the date of such acquisition, merger or consolidation;

(18) Investments consisting of licensing or contribution of intellectual property pursuant to joint marketing arrangements with other Persons;

(19) contributions to a "rabbi" trust for the benefit of employees or other grantor trust subject to claims of creditors in the case of a bankruptcy of the Issuer;

(20) Investments in joint ventures and similar entities having an aggregate fair market value, when taken together with all other Investments made pursuant to this clause that are at the time outstanding, not to exceed the greater of $1,350.0 million and 5.0% of Total Assets at the time of such Investment (with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value);

(21) additional Investments having an aggregate fair market value, taken together with all other Investments made pursuant to this clause (21) that are at that time outstanding, not to exceed the greater of $1,100.0 million and 5.0% of Total Assets (with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value) plus the amount of any distributions, dividends, payments or other returns in respect of such Investments (without duplication for purposes of the covenant described in the section entitled "—Certain Covenants—Limitation on Restricted Payments" of any amounts applied pursuant to clause (c) of the first paragraph of such covenant); *provided* that if such Investment is in Capital Stock of a Person that subsequently becomes a Restricted Subsidiary, such Investment shall thereafter be deemed permitted under clause (1) or (2) above and shall not be included as having been made pursuant to this clause (21);

(22) (i) any Investment in a Receivable Subsidiary or other Person, pursuant to the terms and conditions of a Qualified Receivables Transaction and (ii) any right to receive distributions or payments of fees related to a Qualified Receivables Transaction and any right to purchase assets of a Receivables Subsidiary in connection with a Qualified Receivables Transaction;

(23) Investments in connection with the Transactions;

(24) (a) any Investment in any captive insurance subsidiary in existence on the Issue Date or (b) in the event the Issuer or a Restricted Subsidiary will establish a Subsidiary for the purpose of insuring the healthcare business or facilities owned or operated by the Issuer, any Subsidiary or any physician employed by or on the medical staff of any such business or facility (the "*Insurance Subsidiary*"), Investments in an amount that do not exceed 150% of the minimum amount of capital required under the laws of the jurisdiction in which the Insurance Subsidiary is formed (other than any excess capital that would result in any unfavorable tax or reimbursement impact if distributed), and any Investment by such Insurance Subsidiary that is a legal investment for an insurance company under the laws of the jurisdiction in which the Insurance Subsidiary is formed and made in the ordinary course of business or consistent with past practice and rated in one of the four highest rating categories;

(25) Physician Support Obligations made by the Issuer or any Restricted Subsidiary;

(26) Investments made in connection with Hospital Swaps;

(27) any Investment pursuant to any customary buy/sell arrangements in favor of investors or joint venture parties in connection with syndications of healthcare facilities, including, without limitation, hospitals, ambulatory surgery centers, outpatient diagnostic centers or imaging centers; and

(28) any Investment in any Subsidiary or joint venture in connection with intercompany cash management arrangements or related activities arising in the ordinary course of business or consistent with past practice.

"*Permitted Liens*" means, with respect to any Person:

(1) Liens on assets or property of a Restricted Subsidiary that is not a Guarantor securing Indebtedness of any Restricted Subsidiary that is not a Guarantor;

(2) pledges, deposits or Liens under workmen's compensation laws, payroll taxes, unemployment insurance laws, social security laws or similar legislation, or insurance related obligations (including pledges or deposits securing liability to insurance carriers under insurance or self-insurance arrangements), or in connection with bids, tenders, completion guarantees, contracts (other than for borrowed money) or leases, or to secure utilities, licenses, public or statutory obligations, or to secure surety, indemnity, judgment, appeal or performance bonds, guarantees of government contracts (or other similar bonds, instruments or obligations), or as security for contested taxes or import or customs duties or for the payment of rent, or other obligations of like nature, in each case Incurred in the ordinary course of business or consistent with past practice;

(3) Liens imposed by law, including carriers', warehousemen's, mechanics', landlords', materialmen's, repairmen's, construction contractors' or other like Liens, in each case for sums not yet overdue for a period of more than 60 days or that are bonded or being contested in good faith by appropriate proceedings;

(4) Liens for Taxes which are not overdue for a period of more than 60 days or which are being contested in good faith by appropriate proceedings; *provided* that appropriate reserves required pursuant to GAAP have been made in respect thereof;

(5) encumbrances, ground leases, easements (including reciprocal easement agreements), survey exceptions, or reservations of, or rights of others for, licenses, rights of way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning, building codes or other restrictions (including minor defects or irregularities in title and similar encumbrances) as to the use of real properties or Liens incidental to the conduct of the business of the Issuer and its Restricted Subsidiaries or to the ownership of their properties which do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of the Issuer and its Restricted Subsidiaries;

(6) Liens (a) on assets or property of the Issuer or any Restricted Subsidiary securing Hedging Obligations or Cash Management Services permitted under the Secured Notes Indenture; (b) that are contractual rights of set-off or, in the case of clause (i) or (ii) below, other bankers' Liens (i) relating to treasury, depository and cash management services or any automated clearing house transfers of funds in the ordinary course of business or consistent with past practice and not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business or consistent with past practice of the Issuer or any Subsidiary or (iii) relating to purchase orders and other agreements entered into with customers of the Issuer or any Restricted Subsidiary in the ordinary course of business or consistent with past practice; (c) on cash accounts securing Indebtedness incurred under clause (8)(c) of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Indebtedness" with financial institutions; (d) encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business or consistent with past practice and not for speculative purposes; and/or (e) (i) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection and (ii) in favor of a banking institution arising as a matter of law encumbering deposits (including the right of set-off) arising in the ordinary course of business or consistent with past practice in connection with the maintenance of such accounts and

(iii) arising under customary general terms of the account bank in relation to any bank account maintained with such bank and attaching only to such account and the products and proceeds thereof, which Liens, in any event, do not to secure any Indebtedness;

(7) leases, licenses, subleases and sublicenses of assets (including real property and intellectual property rights), in each case entered into in the ordinary course of business or consistent with past practice;

(8) Liens arising out of judgments, decrees, orders or awards not giving rise to an Event of Default so long as (a) any appropriate legal proceedings which may have been duly initiated for the review of such judgment, decree, order or award have not been finally terminated, (b) the period within which such proceedings may be initiated has not expired or (c) no more than 60 days have passed after (i) such judgment, decree, order or award has become final or (ii) such period within which such proceedings may be initiated has expired;

(9) Liens (i) on assets or property of the Issuer or any Restricted Subsidiary for the purpose of securing Capitalized Lease Obligations, Purchase Money Obligations or the payment of all or a part of the purchase price of, or securing other Indebtedness Incurred to finance or refinance the acquisition, improvement or construction of, assets or property acquired or constructed in the ordinary course of business or consistent with past practice; *provided* that (a) the aggregate principal amount of Indebtedness secured by such Liens is otherwise permitted to be Incurred under clause (7) of the second paragraph of the covenant entitled "—Certain Covenants—Limitation on Indebtedness" and (b) any such Liens may not extend to any assets or property of the Issuer or any Restricted Subsidiary other than assets or property acquired, improved, constructed or leased with the proceeds of such Indebtedness and any improvements or accessions to such assets and property and (ii) on any interest or title of a lessor under any Capitalized Lease Obligations or operating lease with respect to the assets or property subject to such lease;

(10) Liens arising from Uniform Commercial Code financing statement filings (or similar filings in other applicable jurisdictions) regarding operating leases entered into by the Issuer and its Restricted Subsidiaries in the ordinary course of business or consistent with past practice;

(11) Liens existing on the Issue Date, excluding Liens securing the Credit Agreement or the Existing Secured Notes;

(12) Liens on property, other assets or shares of stock of a Person at the time such Person becomes a Restricted Subsidiary (or at the time the Issuer or a Restricted Subsidiary acquires such property, other assets or shares of stock, including any acquisition by means of a merger, consolidation or other business combination transaction with or into the Issuer or any Restricted Subsidiary); *provided*, *however*, that such Liens are not created, Incurred or assumed in anticipation of or in connection with such other Person becoming a Restricted Subsidiary (or such acquisition of such property, other assets or stock); *provided*, *further*, that such Liens are limited to all or part of the same property, other assets or stock (plus improvements, accession, proceeds or dividends or distributions in connection with the original property, other assets or stock) that secured (or, under the written arrangements under which such Liens arose, could secure) the obligations to which such Liens relate;

(13) Liens on assets or property of the Issuer or any Restricted Subsidiary securing Indebtedness or other obligations of the Issuer or such Restricted Subsidiary owing to the Issuer or a Subsidiary Guarantor, or Liens in favor of the Issuer or any Subsidiary Guarantor;

(14) Liens securing Refinancing Indebtedness Incurred to refinance Indebtedness that was previously so secured, and permitted to be secured under clauses (9), (11), (12), (13), (14), (30) and (32) of this paragraph; *provided* that any such Lien is limited to all or part of the same property or assets (plus improvements, accessions, proceeds or dividends or distributions in respect thereof) that secured (or, under the written arrangements under which the original Lien arose, could secure) the Indebtedness being refinanced;

(15) (a) mortgages, liens, security interests, restrictions, encumbrances or any other matters of record that have been placed by any government, statutory or regulatory authority, developer, landlord or other third party on property over which the Issuer or any Restricted Subsidiary of the Issuer has easement rights or on any leased property and subordination or similar arrangements relating thereto and (b) any condemnation or eminent domain proceedings affecting any real property;

(16) any encumbrance or restriction (including put and call arrangements) with respect to Capital Stock of any joint venture or similar arrangement pursuant to any joint venture or similar agreement;

(17) Liens on property or assets under construction (and related rights) in favor of a contractor or developer or arising from progress or partial payments by a third party relating to such property or assets;

(18) Liens arising out of conditional sale, title retention, hire purchase, consignment or similar arrangements for the sale of goods entered into in the ordinary course of business or consistent with past practice;

(19) Liens securing Indebtedness Incurred under Credit Facilities, including any letter of credit facility relating thereto, in each case that was permitted by the terms of the Secured Notes Indenture to be Incurred pursuant to clause (1) of the second paragraph under "—Certain Covenants —Limitation on Indebtedness"; *provided* that in the case of Liens securing any Indebtedness constituting First Lien Obligations, the holders of such Indebtedness, or their duly appointed agent, are or will become party to the Intercreditor Agreement;

(20) Liens to secure Indebtedness of any Non-Guarantor permitted by clause (11) of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Indebtedness" covering only the assets of such Non-Guarantor;

(21) Liens on Capital Stock of any Unrestricted Subsidiary that secure Indebtedness of such Unrestricted Subsidiary;

(22) any security granted over the marketable securities portfolio described in clause (9) of the definition of "—Cash Equivalents" in connection with the disposal thereof to a third party;

(23) Liens on specific items of inventory of other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(24) Liens on equipment of the Issuer or any Restricted Subsidiary and located on the premises of any client or supplier in the ordinary course of business or consistent with past practice;

(25) Liens on assets or securities deemed to arise in connection with and solely as a result of the execution, delivery or performance of contracts to sell such assets or securities if such sale is otherwise permitted by the Secured Notes Indenture;

(26) Liens arising by operation of law or contract on insurance policies and the proceeds thereof to secure premiums thereunder, and Liens, pledges and deposits in the ordinary course of business or consistent with past practice securing liability for premiums or reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefits of) insurance carriers;

(27) Liens solely on any cash earnest money deposits made in connection with any letter of intent or purchase agreement permitted under the Secured Notes Indenture;

(28) Liens (i) on cash advances in favor of the seller of any property to be acquired in an Investment permitted pursuant to Permitted Investments to be applied against the purchase price for such Investment, and (ii) consisting of an agreement to sell any property in an asset sale permitted under the covenant described under "—Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock," in each case, solely to the extent such Investment or asset sale, as the case may be, would have been permitted on the date of the creation of such Lien;

(29) Liens securing Indebtedness and other obligations in an aggregate principal amount not to exceed the greater of (a) $1,100.0 million and (b) 4.0% Total Assets at any one time outstanding;

(30) Liens Incurred to secure Obligations in respect of any Indebtedness permitted to be Incurred pursuant to the covenant described under "—Certain Covenants—Limitation on Indebtedness"; *provided* that at the time of Incurrence and after giving pro forma effect thereto, the Consolidated Total Secured Leverage Ratio would be no greater than 4.25 to 1.00;

(31) Liens on assets of a Receivables Subsidiary and other customary Liens established pursuant to a Qualified Receivables Transaction;

(32) Liens securing any Obligations in respect of the Secured Notes issued on the Issue Date (and the Secured Exchange Notes in respect of such Secured Notes), and the Secured Notes Indenture and the Notes Collateral Documents to the extent related thereto, including, for the avoidance of doubt, obligations in respect of the Secured Note Guarantees in respect thereof; or

(33) Liens on the Collateral in favor of any Collateral Agent for the benefit of the Holders relating to such Collateral Agent's administrative expenses with respect to the Collateral.

For purposes of this definition, the term Indebtedness shall be deemed to include interest on such Indebtedness including interest which increases the principal amount of such Indebtedness.

"*Person*" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company, government or any agency or political subdivision thereof or any other entity.

"*Physician Support Obligation*" means (1) a loan to or on behalf of, or a Guarantee of Indebtedness of or income of, a physician or healthcare professional providing service to patients in the service area of a Hospital operated by the Issuer, any of its Restricted Subsidiaries or any affiliated joint venture otherwise permitted by the Secured Notes Indenture made or given by the Issuer or any Subsidiary of the Issuer (A) in the ordinary course of business or consistent with past practice and (B) pursuant to a written agreement having a period not to exceed five years or (2) Guarantees by the Issuer or any Restricted Subsidiary of leases and loans to acquire property (real or personal) for or on behalf of a physician or healthcare professional providing service to patients in the service area of a Hospital operated by the Issuer, any of its Restricted Subsidiaries or any affiliated joint venture otherwise permitted by the Secured Notes Indenture.

"*Post-Petition Interest*" means any interest or entitlement to fees or expenses or other charges that accrue after the commencement of any bankruptcy or insolvency proceeding, whether or not allowed or allowable as a claim in any such bankruptcy or insolvency proceeding.

"*Preferred Stock*," as applied to the Capital Stock of any Person, means Capital Stock of any class or classes (however designated) which is preferred as to the payment of dividends or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over shares of Capital Stock of any other class of such Person.

"*Purchase Money Obligations*" means any Indebtedness Incurred to finance or refinance the acquisition, leasing, construction or improvement of property (real or personal) or assets (including Capital Stock), and whether acquired through the direct acquisition of such property or assets or the acquisition of the Capital Stock of any Person owning such property or assets, or otherwise.

"*Qualified Receivables Transaction*" means any transaction or series of transactions that may be entered into by the Issuer or any Restricted Subsidiary pursuant to which the Issuer or any Restricted Subsidiary may sell, convey or otherwise transfer pursuant to customary terms to a Receivables Subsidiary or any other person or grants a security interest in, any accounts receivable (whether now existing or arising in the future) of the Issuer

or any of its Restricted Subsidiaries, and any assets related thereto, including all collateral securing such accounts receivable, all contracts and all guarantees or other obligations in respect of such accounts receivable, all proceeds of such accounts receivable and other assets that are customarily transferred or in respect of which security interests are customarily granted in connection with sales, factoring or securitization transactions involving accounts receivable.

"*Receivables Subsidiary*" means any special purpose Wholly Owned Domestic Subsidiary of the Issuer (i) that acquires accounts receivable generated by the Issuer or any of its Subsidiaries, (ii) that engages in no operations or activities other than those related to a Qualified Receivables Transaction and (iii) except pursuant to Standard Securitization Undertakings, (x) no portion of the obligations (contingent or otherwise) of which is recourse to or obligates the Issuer or any of its Restricted Subsidiaries in any way, and (y) with which neither the Issuer nor any of its Restricted Subsidiaries has any contract, agreement, arrangement or understanding other than on terms no less favorable to the Issuer or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of the Issuer.

"*Receivables Transaction Amount*" means, with respect to any Qualified Receivables Transaction, (a) in the case of any securitization, the amount of obligations outstanding under the legal documents entered into as part of such Qualified Receivables Transaction on any date of determination that would be characterized as principal if such Qualified Receivables Transaction were structured as a secured lending transaction rather than as a purchase and (b) in the case of any other sale or factoring of accounts receivable, the cash purchase price paid by the buyer in connection with its purchase of such accounts receivable (including any bills of exchange) less the amount of collections received in respect of such accounts receivable and paid to such buyer, excluding any amounts applied to purchase fees or discount or in the nature of interest, in each case as determined in good faith and in a consistent and commercially reasonable manner by the Issuer.

"*Refinance*" means refinance, refund, replace, renew, repay, modify, restate, defer, substitute, supplement, reissue, resell, extend or increase (including pursuant to any defeasance or discharge mechanism) and the terms "*refinances*," "*refinanced*" and "*refinancing*" as used for any purpose in the Secured Notes Indenture shall have a correlative meaning.

"*Refinancing Indebtedness*" means Indebtedness that is Incurred to refund, refinance, replace, exchange, renew, repay or extend (including pursuant to any defeasance or discharge mechanism) any Indebtedness existing on the Issue Date or Incurred in compliance with the Secured Notes Indenture (including Indebtedness of the Issuer that refinances Indebtedness of any Restricted Subsidiary and Indebtedness of any Subsidiary Guarantor that refinances Indebtedness of the Issuer or another Restricted Subsidiary) including Indebtedness that refinances Refinancing Indebtedness; *provided*, *however*, that:

(1) (a) such Refinancing Indebtedness has a Stated Maturity no earlier than the Stated Maturity of the Indebtedness being refinanced, (b) such Refinancing Indebtedness has a Weighted Average Life to Maturity at the time such Refinancing Indebtedness is Incurred which is not less than the remaining Weighted Average Life to Maturity of the Indebtedness, Disqualified Stock or Preferred Stock being refunded or refinanced; and (c) to the extent such Refinancing Indebtedness refinances Subordinated Indebtedness, Disqualified Stock or Preferred Stock, such Refinancing Indebtedness is Subordinated Indebtedness, Disqualified Stock or Preferred Stock;

(2) Refinancing Indebtedness shall not include:

  (i) Indebtedness, Disqualified Stock or Preferred Stock of a Subsidiary of the Issuer that is not a Guarantor that refinances Indebtedness, Disqualified Stock or Preferred Stock of the Issuer or a Guarantor; or

  (ii) Indebtedness, Disqualified Stock or Preferred Stock of the Issuer or a Restricted Subsidiary that refinances Indebtedness, Disqualified Stock or Preferred Stock of an Unrestricted Subsidiary; and

(3) such Refinancing Indebtedness has an aggregate principal amount (or if Incurred with original issue discount, an aggregate issue price) that is equal to or less than the aggregate principal amount (or if Incurred with original issue discount, the aggregate accreted value) then outstanding (plus fees and expenses, including any premium and defeasance costs) under the Indebtedness being Refinanced.

"*Related Taxes*" means:

(1) any Taxes, including sales, use, transfer, rental, *ad valorem*, value added, stamp, property, consumption, franchise, license, capital, registration, business, customs, net worth, gross receipts, excise, occupancy, intangibles or similar Taxes (other than (x) Taxes measured by income and (y) withholding imposed on payments made by any Parent Entity), required to be paid (*provided* such Taxes are in fact paid) by any Parent Entity by virtue of its:

(a) being organized or having Capital Stock outstanding (but not by virtue of owning stock or other equity interests of any corporation or other entity other than, directly or indirectly, the Issuer or any of the Issuer's Subsidiaries);

(b) being a holding company parent, directly or indirectly, of the Issuer or any of the Issuer's Subsidiaries;

(c) receiving dividends from or other distributions in respect of the Capital Stock of, directly or indirectly, the Issuer or any of the Issuer's Subsidiaries; or

(d) having made any payment in respect to any of the items for which the Issuer is permitted to make payments to any Parent Entity pursuant to "—Certain Covenants—Limitation on Restricted Payments"; or

(2) if and for so long as the Issuer is a member of a group filing a consolidated or combined tax return with any Parent Entity, any Taxes measured by income for which such Parent Entity is liable up to an amount not to exceed with respect to such Taxes the amount of any such Taxes that the Issuer and its Subsidiaries would have been required to pay on a separate company basis or on a consolidated basis if the Issuer and its Subsidiaries had paid Tax on a consolidated, combined, group, affiliated or unitary basis on behalf of an affiliated group consisting only of the Issuer and its Subsidiaries.

"*Restricted Investment*" means any Investment other than a Permitted Investment.

"*Restricted Subsidiary*" means any Subsidiary of the Issuer other than an Unrestricted Subsidiary.

"*RP Reference Date*" means July 25, 2007.

"*S&P*" means Standard & Poor's Investors Ratings Services or any of its successors or assigns that is a Nationally Recognized Statistical Rating Organization.

"*Sale and Leaseback Transaction*" means any arrangement providing for the leasing by the Issuer or any of its Restricted Subsidiaries of any real or tangible personal property, which property has been or is to be sold or transferred by the Issuer or such Restricted Subsidiary to a third Person in contemplation of such leasing.

"*SEC*" means the U.S. Securities and Exchange Commission or any successor thereto.

"*Secured Exchange Notes"* means any secured notes issued in exchange for Secured Notes pursuant to the Secured Notes Registration Rights Agreement or similar agreement.

"*Secured Indebtedness*" means any Indebtedness secured by a Lien other than Indebtedness with respect to Cash Management Services.

"*Secured Notes Registration Rights Agreement*" means (i) the Registration Rights Agreement related to the Secured Notes dated as of the Issue Date, among the Escrow Sub and the representatives of the Initial Purchasers, as amended or supplemented (including by the joinder of Finco and the Guarantors on the Issue Date), and (ii) any other registration rights agreement entered into in connection with the issuance of Additional Secured Notes in a private offering by the Issuer after the Issue Date.

"*Secured Parties*" means (a) the Notes Secured Parties, (b) the Credit Agreement Secured Parties, (c) the Existing Secured Notes Secured Parties and (d) any Additional First Lien Obligation Secured Parties (including any Pari Passu Secured Parties).

"*Securities Act*" means the U.S. Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder, as amended.

"*Senior Indebtedness*" means Indebtedness of the Issuer which ranks equally in right of payment to the Secured Notes or of any Guarantor if such Indebtedness ranks equally in right of payment to the Secured Note Guarantee of such Guarantor.

"*Significant Subsidiary*" means any Restricted Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such regulation is in effect on the Issue Date.

"*Similar Business*" means (a) any businesses, services or activities engaged in by the Issuer or any of its Subsidiaries or any Associates on the Issue Date, including any businesses affiliated or associated with a Hospital or any business related or ancillary to the provision of healthcare services or information or the investment in, or the management, leasing or operation of, any of the foregoing, and (b) any businesses, services and activities engaged in by the Issuer or any of its Subsidiaries or any Associates that are related, complementary, incidental, ancillary or similar to any of the foregoing or are extensions or developments of any thereof.

"*Spinout Subsidiary*" means an Unrestricted Subsidiary that is formed for the purpose of acquiring property of Holdings, the Issuer or any Subsidiary in connection with a Spinout Transaction.

"*Spinout Transaction*" means the contribution or other transfer by Holdings, the Issuer or any Restricted Subsidiary of property (including Capital Stock) owned by it to any Spinout Subsidiary and the subsequent distribution of the Capital Stock of such Spinout Subsidiary to the equity holders of Holdings; *provided* that such contribution or other transfer of property to a Spinout Subsidiary is made under and permitted by clause (21) of the covenant described under "Certain Covenants—Limitation on Restricted Payments".

"*Standard Securitization Undertakings*" means all representations, warranties, covenants and indemnities entered into by the Issuer or any Restricted Subsidiary which are customary in securitization transactions involving accounts receivable.

"*Stated Maturity*" means, with respect to any Indebtedness, the date specified in such Indebtedness as the fixed date on which the payment of principal of such Indebtedness is due and payable, including pursuant to any mandatory redemption provision, but shall not include any contingent obligations to repay, redeem or repurchase any such principal prior to the date originally scheduled for the payment thereof.

"*Subordinated Indebtedness*" means, with respect to any person, any Indebtedness (whether outstanding on the Issue Date or thereafter Incurred) which is expressly subordinated in right of payment to the Secured Notes pursuant to a written agreement.

"*Subsidiary*" means, with respect to any Person:

(1) any corporation, association, or other business entity (other than a partnership, joint venture, limited liability company or similar entity) of which more than 50% of the total voting power of shares of

Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time of determination owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof; or

(2) any partnership, joint venture, limited liability company or similar entity of which:

(a) more than 50% of the capital accounts, distribution rights, total equity and voting interests or general or limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof whether in the form of membership, general, special or limited partnership interests or otherwise; and

(b) such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

"*Subsidiary Guarantor*" means any Guarantor that is a Subsidiary of Finco.

"*Taxes*" means all present and future taxes, levies, imposts, deductions, charges, duties and withholdings and any charges of a similar nature (including interest, penalties and other liabilities with respect thereto) that are imposed by any government or other taxing authority.

"*TIA*" means the Trust Indenture Act of 1939, as amended.

"*Total Assets*" means, as of any date, the total consolidated assets of the Issuer and its Restricted Subsidiaries on a consolidated basis, as shown on the most recent consolidated balance sheet of the Issuer and its Restricted Subsidiaries, determined on a pro forma basis in a manner consistent with the pro forma basis contained in the definition of Fixed Charge Coverage Ratio.

"*Transaction Expenses"* means any fees or expenses incurred or paid by FWCT-2 Acquisition Corporation, Holdings, the Issuer or any Restricted Subsidiary in connection with the Transactions.

"*Transactions"* means the transactions contemplated by the Merger Agreement, the issuance of the notes contemplated by this offering memorandum and borrowings under the Credit Agreement as in effect on the Issue Date.

"*Unrestricted Subsidiary*" means:

(1) any Subsidiary of the Issuer that at the time of determination is an Unrestricted Subsidiary (as designated by the Board of Directors of the Issuer in the manner provided below); and

(2) any Subsidiary of an Unrestricted Subsidiary.

The Board of Directors of the Issuer may designate any Subsidiary of the Issuer (including any newly acquired or newly formed Subsidiary or a Person becoming a Subsidiary through merger, consolidation or other business combination transaction, or Investment therein) to be an Unrestricted Subsidiary only if:

(1) such Subsidiary or any of its Subsidiaries does not own any Capital Stock or Indebtedness of, or own or hold any Lien on any property of, the Issuer or any other Subsidiary of the Issuer which is not a Subsidiary of the Subsidiary to be so designated or otherwise an Unrestricted Subsidiary; and

(2) such designation and the Investment of the Issuer in such Subsidiary complies with "—Certain Covenants—Limitation on Restricted Payments."

"*Unsecured Notes*" means the $3,000,000,000 aggregate principal amount of 6.875% senior notes due 2022 offered by this offering memorandum and issued on the Issue Date.

"*U.S. Government Obligations*" means securities that are (1) direct obligations of the United States of America for the timely payment of which its full faith and credit is pledged or (2) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America the timely payment of which is unconditionally Guaranteed as a full faith and credit obligation of the United States of America, which, in either case, are not callable or redeemable at the option of the issuers thereof, and shall also include a depositary receipt issued by a bank (as defined in Section 3(a)(2) of the Securities Act), as custodian with respect to any such U.S. Government Obligations or a specific payment of principal of or interest on any such U.S. Government Obligations held by such custodian for the account of the holder of such depositary receipt, *provided* that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depositary receipt from any amount received by the custodian in respect of the U.S. Government Obligations or the specific payment of principal of or interest on the U.S. Government Obligations evidenced by such depositary receipt.

"*Voting Stock*" of a Person means all classes of Capital Stock of such Person then outstanding and normally entitled to vote in the election of directors.

"*Weighted Average Life to Maturity*" means, when applied to any Indebtedness, Disqualified Stock or Preferred Stock, as the case may be, at any date, the quotient obtained by dividing:

(1) the sum of the products of the number of years from the date of determination to the date of each successive scheduled principal payment of such Indebtedness or redemption or similar payment with respect to such Disqualified Stock or Preferred Stock multiplied by the amount of such payment, by

(2) the sum of all such payments.

"*Wholly Owned Domestic Subsidiary*" means a Domestic Subsidiary of the Issuer, all of the Capital Stock of which (other than directors' qualifying shares or shares required by any applicable law or regulation to be held by a Person other than the Issuer or another Domestic Subsidiary) is owned by the Issuer or another Domestic Subsidiary.

DESCRIPTION OF THE UNSECURED EXCHANGE NOTES

On January 27, 2014, FWCT-2 Escrow Corporation, a wholly-owned subsidiary of Community Health Systems, Inc. (the "*Escrow Sub*"), issued $3,000,000,000 aggregate principal amount of 6.875% senior notes due 2022 (the "*Unsecured Initial Notes*") pursuant to an indenture, dated as of January 27, 2014 (as supplemented from time to time, the "*Unsecured Notes Indenture*"), by and among the Escrow Sub and Regions Bank, an Alabama banking corporation, as trustee (in such capacity, together with its successors, the "*Trustee*"). On January 27, 2014, the Escrow Sub merged with and into CHS/Community Health Systems, Inc. and CHS/Community Health Systems, Inc., the Guarantors and the Trustee entered into a supplemental indenture to the Unsecured Notes Indenture pursuant to which CHS/Community Health Systems, Inc. assumed all of the obligations of Escrow Sub as issuer of the Unsecured Initial Notes and the Guarantors guaranteed the Unsecured Initial Notes on the terms set forth in the Unsecured Notes Indenture.

You can find the definitions of certain terms used in this section under "—Certain Definitions." In this section, (i) "*Issuer*" refers only to CHS/Community Health Systems, Inc. and (ii) references to "*Unsecured Notes*" are to the Unsecured Exchange Notes, unless the context otherwise requires. Defined terms used in this section apply only to this "Description of the Unsecured Exchange Notes" and not to the "Description of the Secured Exchange Notes" found in another section of this prospectus or, unless otherwise indicated, to any other section of this prospectus.

We issued the Unsecured Initial Notes and will issue the Unsecured Exchange Notes pursuant to the Unsecured Exchange Notes Indenture. Any Unsecured Initial Note that remains outstanding after the completion of the exchange offers, together with the Unsecured Exchange Notes issued in connection with the exchange offers, will be treated as a single class of securities under the Unsecured Notes Indenture. The terms of the Unsecured Notes include those stated in the Unsecured Notes Indenture and, except as specified below, those made part of the Unsecured Notes Indenture by reference to the Trust Indenture Act of 1939, as amended (the "*TIA*"). The Unsecured Notes are subject to all such terms pursuant to the provisions of the Unsecured Notes Indenture, and Holders of the Unsecured Notes are referred to the Unsecured Notes Indenture and the TIA for a statement thereof.

The following is a summary of the material provisions of the Unsecured Notes Indenture, and is qualified in its entirety by reference to the Unsecured Notes Indenture. Because this is a summary, it may not contain all the information that is important to you. You should read the Unsecured Notes Indenture in its entirety. Copies of the Unsecured Notes Indenture are available as described under "Where You Can Find Additional Information." This "Description of the Unsecured Exchange Notes" relates to the Unsecured Exchange Notes, and does not describe the terms of the Secured Exchange Notes separately offered by this prospectus.

Brief Description of the Unsecured Notes and the Unsecured Note Guarantees

The Unsecured Notes will be:

- general senior unsecured obligations of the Issuer;
- *pari passu* in right of payment with all existing and future Senior Indebtedness of the Issuer;
- effectively subordinated to any existing and future Indebtedness of the Issuer that is secured with property or assets to the extent of the value of such property and assets securing such Indebtedness (including the Credit Agreement, the Existing Secured Notes and the Secured Notes);
- senior in right of payment to any future Subordinated Indebtedness of the Issuer;
- unconditionally guaranteed on a senior unsecured basis by each Guarantor; and
- structurally subordinated to all claims of creditors, including trade creditors, and claims of preferred stockholders, if any, of each of the Non-Guarantors.

Each Unsecured Note Guarantee (as defined below) will be:

- a general senior obligation of such Guarantor;
- *pari passu* in right of payment with all existing and future Senior Indebtedness of such Guarantor;
- effectively subordinated to any existing and future Indebtedness of such Guarantor that is secured with property or assets to the extent of the value of the assets securing such Indebtedness; and
- senior in right of payment to any future Subordinated Indebtedness of such Guarantor.

Principal, Maturity and Interest

The Unsecured Notes will be issued in minimum denominations of $2,000 and in integral multiples of $1,000 in excess thereof. The rights of Holders of beneficial interests in the Unsecured Notes to receive the payments on such Unsecured Notes are subject to applicable procedures of DTC. If the due date for any payment in respect of any Unsecured Notes is not a Business Day at the place at which such payment is due to be paid, the Holder thereof will not be entitled to payment of the amount due until the next succeeding Business Day at such place, and will not be entitled to any further interest or other payment as a result of any such delay.

The Issuer will issue the Unsecured Exchange Notes with a maximum aggregate principal amount of $3,000,000,000. The Unsecured Notes will mature on February 1, 2022. Interest on the Unsecured Notes will accrue at the rate of 6.875% per annum and will be payable, in cash, semi-annually in arrears on February 1 and August 1 of each year, commencing on August 1, 2014, to Holders of record on the immediately preceding January 15 and July 15, respectively. If the Issuer delivers global notes to the Trustee for cancellation on a date that is after the record date and on or before the corresponding interest payment date, then interest shall be paid in accordance with the applicable procedures of DTC. Interest on the Unsecured Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from January 27, 2014. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months. Each interest period will end on (but not include) the relevant interest payment date.

Additional interest may accrue on the Unsecured Notes in certain circumstances pursuant to the Unsecured Notes Registration Rights Agreement.

Additional Unsecured Notes

The Issuer may issue additional Unsecured Notes (the "*Additional Unsecured Notes*") from time to time under the Unsecured Notes Indenture, subject to compliance with the covenants contained in the Unsecured Notes Indenture. The Unsecured Notes Indenture provides for the issuance of additional unsecured notes having identical terms and conditions to the Unsecured Notes. Additional Unsecured Notes will be part of the same issue as the Unsecured Notes under the Unsecured Notes Indenture for all purposes, including waivers, amendments, redemptions and offers to purchase; *provided* that Additional Unsecured Notes will not be issued with the same CUSIP or ISIN, as applicable, as existing Unsecured Notes unless such Additional Unsecured Notes are fungible with the existing Unsecured Notes for U.S. federal income tax purposes and otherwise. Unless the context otherwise requires, for all purposes of the Unsecured Notes Indenture and this "Description of the Unsecured Exchange Notes," references to "Unsecured Notes" include any Additional Unsecured Notes actually issued.

Payments

Principal of, premium, if any, interest and Additional Interest, if any, on the Unsecured Notes will be payable at the office or agency of the Issuer maintained for such purpose (the "*Paying Agent*") or, at the option of the Paying Agent, payment of interest and Additional Interest, if any, may be made by check mailed to the Holders of the Unsecured Notes at their respective addresses set forth in the register of Holders provided that all

payments of principal, premium, if any, interest and Additional Interest, if any, with respect to Unsecured Notes represented by one or more global notes registered in the name of or held by the DTC or its nominee will be made by wire transfer of immediately available funds to the accounts specified by the Holders thereof. Until otherwise designated by the Issuer, the Issuer's office or agency will be the office of the Trustee maintained for such purpose.

Guarantees

The obligations of the Issuer under the Unsecured Notes and the Unsecured Notes Indenture will be, jointly and severally, unconditionally guaranteed on a senior unsecured basis (the "*Unsecured Note Guarantees*") by Holdings and each Domestic Restricted Subsidiary that Guarantees the payment of any capital market debt securities or Indebtedness under the Credit Agreement of the Issuer or any Guarantor. Subsidiaries will be required to Guarantee the Unsecured Notes to the extent described in "—Certain Covenants—Limitation on Guarantees."

For the six months ended June 30, 2014, our Non-Guarantor Subsidiaries accounted for (i) approximately $3.4 billion, or 37.8%, of our total net operating revenue, approximately $(143) million of our net cash (used in) provided by operating activities; (ii) approximately $18.7 billion, or 68.5%, of our total assets, and (iii) approximately $17.1 billion, or 75.3%, of our total liabilities.

Each Unsecured Note Guarantee will be limited to the maximum amount that would not render the Guarantor's obligations subject to avoidance under applicable fraudulent conveyance provisions of the United States Bankruptcy Code or any comparable provision of foreign or state law to comply with corporate benefit, financial assistance and other laws. By virtue of this limitation, a Guarantor's obligation under its Unsecured Note Guarantee could be significantly less than amounts payable with respect to the Unsecured Notes, or a Guarantor may have effectively no obligation under its Unsecured Note Guarantee. See "Risk Factors—Risks Related to the Exchange Notes and our Indebtedness—Federal and state states allow courts, under specific circumstances, to void the Exchange Notes, guarantees or, in the case of the Secured Exchange Notes, security interests and courts could require noteholders to return payments received from us or the guarantors."

The Unsecured Note Guarantee of a Subsidiary Guarantor will terminate upon:

(1) a sale or other disposition (including by way of consolidation or merger) of the Capital Stock of such Guarantor or the sale or disposition of all or substantially all the assets of the Guarantor to a Person other than to the Issuer or a Restricted Subsidiary and as otherwise permitted by the Unsecured Notes Indenture,

(2) the designation in accordance with the Unsecured Notes Indenture of the Guarantor as an Unrestricted Subsidiary or the occurrence of any event after which the Guarantor is no longer a Restricted Subsidiary,

(3) defeasance or discharge of the Unsecured Notes, as provided in "—Defeasance" and "—Satisfaction and Discharge,"

(4) to the extent that such Guarantor is not an Immaterial Subsidiary solely due to the operation of clause (i) of the definition of "Immaterial Subsidiary," upon the release of all guarantees referred to in such clause, or

(5) such Guarantor being released from all of its obligations under all of its Guarantees of (i) any and all Indebtedness of the Issuer or any Guarantor under the Credit Agreement or (ii) in the case of a Unsecured Note Guarantee made by a Guarantor (each, an "*Other Guarantee*") as a result of its guarantee of other Indebtedness of the Issuer or a Guarantor pursuant to the covenant entitled "—Certain Covenants—Limitation on Guarantees," any and all Indebtedness that would have required such Subsidiary Guarantor to provide a Unsecured Note Guarantee under such covenant, except in the

case of clause (i) or (ii), a release as a result of the repayment or discharge of the Indebtedness specified in clause (i) or (ii) (it being understood that a release or discharge subject to a contingent reinstatement is still considered a release or discharge, and if any such Indebtedness of such Guarantor under the Credit Agreement or any Other Guarantee is so reinstated, such Unsecured Note Guarantee shall also be reinstated); or

(6) the achievement of Investment Grade Status as described under "Certain Covenants—Suspension of Covenants and Release of Guarantees on Achievement of Investment Grade Status; *provided* that such Unsecured Note Guarantee will be reinstated upon the Reversion Date.

The Unsecured Note Guarantee of Holdings or any other direct or indirect parent of the Issuer that provides a Guarantee will terminate upon defeasance or discharge of the Unsecured Notes, as provided in "—Defeasance" and "—Satisfaction and Discharge".

Claims of creditors of Non-Guarantor Subsidiaries, including trade creditors, secured creditors and creditors holding debt and guarantees issued by those Subsidiaries, and claims of preferred and minority stockholders (if any) of those Subsidiaries and claims against joint ventures generally will have priority with respect to the assets and earnings of those Subsidiaries and joint ventures over the claims of creditors of the Issuer, including Holders of the Unsecured Notes. The Unsecured Notes and each Unsecured Note Guarantee therefore will be effectively subordinated to creditors (including trade creditors) and preferred and minority stockholders (if any) of Subsidiaries of the Issuer (other than the Guarantors) and joint ventures. Although the Unsecured Notes Indenture limits the incurrence of Indebtedness, Disqualified Stock and Preferred Stock of Restricted Subsidiaries, the limitation is subject to a number of significant exceptions. Moreover, the Unsecured Notes Indenture does not impose any limitation on the incurrence by Restricted Subsidiaries of liabilities that are not considered Indebtedness, Disqualified Stock or Preferred Stock under the Unsecured Notes Indenture.

See "—Certain Covenants—Limitation on Indebtedness."

Book-Entry, Delivery and Form

Except as set forth below, Unsecured Notes will be issued in registered, global form in minimum denominations of $2,000 and integral multiples of $1,000 in excess of $2,000. Unsecured Exchange Notes initially will be represented by one or more global notes in registered form without interest coupons (collectively referred to herein as the "*Global Notes*." The Global Notes will be deposited upon issuance with the Trustee as custodian of a direct or indirect participant in DTC as described below.

Except as set forth below, the Global Notes may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee. Beneficial interests in the Global Notes may not be exchanged for Unsecured Notes in certificated form except in the limited circumstances described below. See "—Exchange of Global Notes for Certificated Notes." Except in the limited circumstances described below, owners of beneficial interests in the Global Notes will not be entitled to receive physical delivery of Unsecured Notes in certificated form.

Depository Procedures

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

DTC has advised us that DTC is a limited-purpose trust company organized under the laws of the State of New York, a "*banking organization*" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "*clearing corporation*" within the meaning of the Uniform Commercial Code and a

"*clearing agency*" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC was created to hold securities for its participating organizations (collectively, the "*Participants*") and to facilitate the clearance and settlement of transactions in those securities between Participants through electronic book-entry changes in accounts of its Participants. The Participants include securities brokers and dealers (including the Initial Purchasers), banks, trust companies, clearing corporations and certain other organizations. Access to DTC's system is also available to other entities such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly (collectively, the "*Indirect Participants*"). Persons who are not Participants may beneficially own securities held by or on behalf of DTC only through the Participants or the Indirect Participants. The ownership interests in, and transfers of ownership interests in, each security held by or on behalf of DTC are recorded on the records of the Participants and Indirect Participants.

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

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

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

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

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

Payments in respect of the principal of, and interest and premium and Additional Interest, if any, on a Global Note registered in the name of DTC or its nominee will be payable to DTC in its capacity as the registered Holder under the Unsecured Notes Indenture. Under the terms of the Unsecured Notes Indenture, the Issuer and the Trustee will treat the Persons in whose names the Unsecured Notes, including the Global Notes, are registered as the owners of the Unsecured Notes for the purpose of receiving payments and for all other purposes. Consequently, neither the Issuer, the Trustee nor any agent of the Issuer or the Trustee has or will have any responsibility or liability for:

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

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

DTC has advised us that its current practice, upon receipt of any payment in respect of securities such as the Unsecured Notes (including principal and interest), is to credit the accounts of the relevant Participants with the payment on the payment date unless DTC has reason to believe it will not receive payment on such payment

date. Each relevant Participant is credited with an amount proportionate to its beneficial ownership of an interest in the principal amount of the relevant security as shown on the records of DTC. Payments by the Participants and the Indirect Participants to the beneficial owners of Unsecured Notes will be governed by standing instructions and customary practices and will be the responsibility of the Participants or the Indirect Participants and will not be the responsibility of DTC, the Trustee or the Issuer. Neither the Issuer nor the Trustee will be liable for any delay by DTC or any of its Participants in identifying the beneficial owners of the Unsecured Notes, and the Issuer and the Trustee may conclusively rely on and will be protected in relying on instructions from DTC or its nominee for all purposes.

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

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

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

Exchange of Global Notes for Certificated Notes

A Global Note is exchangeable for Certificated Notes if:

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

(2) the Issuer, at its option, notifies the Trustee in writing that it elects to cause the issuance of the Certificated Notes; or

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

In addition, beneficial interests in a Global Note may be exchanged for Certificated Notes upon prior written notice given to the Trustee by or on behalf of DTC in accordance with the Unsecured Notes Indenture. In all cases, Certificated Notes delivered in exchange for any Global Note or beneficial interests in Global Notes will be registered in the names, and issued in any approved denominations, requested by or on behalf of the depositary (in accordance with its customary procedures) and will bear the applicable restrictive legend, unless that legend is not required by applicable law.

Exchange of Certificated Notes for Global Notes

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

Same Day Settlement and Payment

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

Ranking

Senior Indebtedness versus Unsecured Notes

The indebtedness evidenced by the Unsecured Notes and the Unsecured Note Guarantees will be unsecured and will rank pari passu in right of payment to the Senior Indebtedness of the Issuer and the Guarantors and senior to all of the existing and future indebtedness of each Guarantor that is subordinated in right of payment to the applicable Unsecured Notes and the Unsecured Note Guarantees. The Unsecured Notes will be guaranteed by the Guarantors.

As of June 30, 2014, the total liabilities of our Non-Guarantor Subsidiaries accounted for approximately $17.1 billion, or 75.3%, of our total liabilities. As of June 30, 2014, we had approximately $9.8 billion aggregate principal amount of senior secured indebtedness outstanding, approximately $6.2 billion of senior unsecured indebtedness outstanding and an additional approximately $917 million that we would have been able to borrow under our revolving credit facility.

The Unsecured Notes will be unsecured obligations of the Issuer. Secured Indebtedness and other secured obligations of the Issuer (including obligations with respect to the Credit Agreement, the Existing Secure Notes and the Secured Notes) will be effectively senior to the Unsecured Notes to the extent of the value of the assets securing such Indebtedness or other obligations.

Liabilities of Subsidiaries versus Notes

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

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

Optional Redemption

Except as set forth in the next three paragraphs, the Unsecured Notes are not redeemable at the option of the Issuer.

At any time and from time to time prior to February 1, 2018, the Issuer may redeem the Unsecured Notes in whole or in part, at its option, upon not less than 30 nor more than 60 days' prior notice at a redemption price equal to 100% of the principal amount of the Unsecured Notes to be redeemed plus the Applicable Premium as of, and accrued and unpaid interest (including any Additional Interest), if any, to the redemption date.

At any time and from time to time on or after February 1, 2018, the Issuer may redeem the Unsecured Notes in whole or in part, upon not less than 30 nor more than 60 days' notice at a redemption price equal to the percentage of principal amount set forth below plus accrued and unpaid interest (including any Additional Interest), if any, on the Unsecured Notes redeemed, to the applicable date of redemption, if redeemed during the twelve-month period beginning on February 1 of the years indicated below:

Year	Percentage
2018	103.438%
2019	101.719%
2020 and thereafter	100.000%

At any time and from time to time prior to February 1, 2017, the Issuer may redeem Unsecured Notes with the net cash proceeds received by the Issuer from any Equity Offering (other than Excluded Contributions) at a redemption price (expressed as a percentage of principal amount) equal to 106.875% plus accrued and unpaid interest (including any Additional Interest), if any, to the redemption date, in an aggregate principal amount for all such redemptions not to exceed 40% of the original aggregate principal amount of the Unsecured Notes (including Additional Unsecured Notes); *provided* that:

(1) in each case the redemption takes place not later than 180 days after the closing of the related Equity Offering, and

(2) not less than 50% of the original aggregate principal amount of the Unsecured Notes issued under the Unsecured Notes Indenture remains outstanding immediately thereafter (excluding Unsecured Notes held by the Issuer or any of its Restricted Subsidiaries).

Notice of redemption will be provided as set forth under "—Selection and Notice" below.

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

If the optional redemption date is on or after an interest record date and on or before the related interest payment date, the accrued and unpaid interest will be paid to the Person in whose name the Unsecured Note is registered at the close of business on such record date, and no additional interest will be payable to Holders whose Unsecured Notes will be subject to redemption by the Issuer.

Unless the Issuer defaults in the payment of the redemption price, interest will cease to accrue on the Unsecured Notes or portions thereof called for redemption on the applicable redemption date.

Sinking Fund

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

Selection and Notice

If less than all of the Unsecured Notes are to be redeemed at any time, the Trustee will select the Unsecured Notes for redemption in compliance with the requirements of the principal securities exchange, if any, on which the Unsecured Notes are listed, as certified to the Trustee by the Issuer, and in compliance with the applicable requirements of DTC, or if the Unsecured Notes are not so listed or such exchange prescribes no method of selection and the Unsecured Notes are not held through DTC or DTC prescribes no method of selection, on a pro rata basis, subject to adjustments so that no Unsecured Note in an unauthorized denomination is redeemed in part; *provided*, *however*, that no Unsecured Note of $2,000 in aggregate principal amount or less will be redeemed in part.

Notices of redemption will be delivered electronically or mailed by first-class mail at least 30 days but not more than 60 days before the redemption date to each Holder of Unsecured Notes to be redeemed at the address of such Holder appearing in the security register or otherwise in accordance with the applicable procedures of DTC, except that redemption notices may be delivered electronically or mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Unsecured Notes or a satisfaction and discharge of the Unsecured Notes Indenture.

If any Unsecured Note is to be redeemed in part only, the notice of redemption that relates to that Unsecured Note will state the portion of the principal amount thereof to be redeemed, in which case a portion of the original Unsecured Note will be issued in the name of the Holder thereof upon cancellation of the original Unsecured Note. In the case of a global note, an appropriate notation will be made on such Unsecured Note to decrease the principal amount thereof to an amount equal to the unredeemed portion thereof. Subject to the terms of the applicable redemption notice (including any conditions contained therein), Unsecured Notes called for redemption become due on the date fixed for redemption. On and after the redemption date, unless the Issuer defaults in the payment of the redemption price, interest ceases to accrue on Unsecured Notes or portions of them called for redemption.

Change of Control

The Unsecured Notes Indenture provides that if a Change of Control occurs, unless the Issuer has previously or concurrently delivered a redemption notice with respect to all the outstanding Unsecured Notes as described under "—Optional Redemption" and subject to the sixth succeeding paragraph, the Issuer will make an offer to purchase all of the Unsecured Notes pursuant to the offer described below (the "*Change of Control Offer*") at a price in cash (the "*Change of Control Payment*") equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest (including any Additional Interest), if any, to but excluding the date of repurchase, subject to the right of Holders of the Unsecured Notes of record on the relevant record date to receive interest due on the relevant interest payment date. Within 30 days following any Change of Control, the Issuer will deliver notice of such Change of Control Offer electronically or by first-class mail, with a copy to the Trustee, to each Holder of Unsecured Notes at the address of such Holder appearing in the security register or otherwise in accordance with the applicable procedures of DTC, describing the transaction or transactions that constitute the Change of Control and offering to repurchase the Unsecured Notes for the specified purchase price on the date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is delivered, pursuant to the procedures required by the Unsecured Notes Indenture and described in such notice.

The Issuer will comply, to the extent applicable, with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of Unsecured Notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of the Unsecured Notes Indenture, the Issuer will comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in the Unsecured Notes Indenture by virtue thereof.

Except as described above with respect to a Change of Control, the Unsecured Notes Indenture does not contain provisions that permit the Holders of the Unsecured Notes to require that the Issuer repurchase or redeem the Unsecured Notes in the event of a takeover, recapitalization or similar transaction.

The Credit Agreement provides, and future credit agreements or other agreements to which the Issuer becomes a party may provide, that certain change of control events with respect to the Issuer would constitute a default thereunder (including a Change of Control under the Unsecured Notes Indenture) and may prohibit or limit the Issuer from purchasing any Unsecured Notes pursuant to this covenant. In the event the Issuer is prohibited from purchasing the Unsecured Notes, the Issuer could seek the consent of its lenders to the purchase of the Unsecured Notes or could attempt to refinance the borrowings that contain such prohibition. If the Issuer does not obtain such consent or repay such borrowings, they will remain prohibited from purchasing the Unsecured Notes. In such case, the Issuer's failure to purchase tendered Unsecured Notes would constitute an Event of Default under the Unsecured Notes Indenture.

Our ability to pay cash to the Holders of Unsecured Notes following the occurrence of a Change of Control may be limited by our then-existing financial resources. Therefore, sufficient funds may not be available when necessary to make any required repurchases. The Change of Control purchase feature of the Unsecured Notes may in certain circumstances make more difficult or discourage a sale or takeover of us and, thus, the removal of incumbent management. The Change of Control purchase feature is a result of negotiations between the Initial Purchasers and us. We have no present intention to engage in a transaction involving a Change of Control, although it is possible that we could decide to do so in the future.

Subject to the limitations discussed below, we could, in the future, enter into certain transactions, including acquisitions, refinancings or other recapitalizations, that would not constitute a Change of Control under the Unsecured Notes Indenture, but that could increase the amount of Indebtedness outstanding at such time or otherwise affect our capital structure or credit ratings. Restrictions on our ability to incur additional Indebtedness are contained in the covenants described under "—Certain Covenants—Limitation on Indebtedness" and "—Certain Covenants—Limitation on Liens." Such restrictions in the Unsecured Notes Indenture can be waived only with the consent of the Holders of a majority in principal amount of the Unsecured Notes then outstanding. Except for the limitations contained in such covenants, however, the Unsecured Notes Indenture will not contain any covenants or provisions that may afford Holders of the Unsecured Notes protection in the event of a highly leveraged transaction.

The Issuer will not be required to make a Change of Control Offer following a Change of Control if (1) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Unsecured Notes Indenture applicable to a Change of Control Offer made by the Issuer and purchases all Unsecured Notes validly tendered and not withdrawn under such Change of Control Offer or (2) a notice of redemption of all outstanding Unsecured Notes has been given pursuant to the Unsecured Notes Indenture as described above under the caption "—Optional Redemption," unless and until there is a default in the payment of the redemption price on the applicable Redemption Date or the redemption is not consummated for any reason on or before the 60th day after such Change of Control. Notwithstanding anything to the contrary herein, a Change of Control Offer may be made in advance of a Change of Control, conditional upon such Change of Control, if a definitive agreement is in place for the Change of Control at the time of making of the Change of Control Offer.

If Holders of not less than 90% in aggregate principal amount of the outstanding Unsecured Notes validly tender and do not withdraw such Unsecured Notes in a Change of Control Offer and the Issuer, or any third party making a Change of Control Offer in lieu of the Issuer as described above, purchases all of the Unsecured Notes validly tendered and not withdrawn by such Holders, the Issuer or such third party will have the right, upon not less than 30 nor more than 60 days' prior notice, given not more than 30 days following such purchase pursuant to the Change of Control Offer described above, to redeem all Unsecured Notes that remain outstanding following such purchase at a price in cash equal to 101% of the principal amount thereof plus accrued and unpaid interest (including Additional Interest), if any, to but excluding the date of redemption.

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

The provisions under the Unsecured Notes Indenture relative to the Issuer's obligation to make an offer to repurchase the Unsecured Notes as a result of a Change of Control may be waived or modified with the written consent of the Holders of a majority in principal amount of the Unsecured Notes then outstanding.

Certain Covenants

Set forth below are summaries of certain covenants that are contained in the Unsecured Notes Indenture.

Suspension of Covenants and Release of Guarantees on Achievement of Investment Grade Status

Following the first day after the Issue Date that:

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

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

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

- "—Limitation on Restricted Payments,"
- "—Limitation on Indebtedness,"
- "—Limitation on Restrictions on Distributions from Restricted Subsidiaries,"
- "—Limitation on Affiliate Transactions,"
- "—Limitation on Sales of Assets and Subsidiary Stock,"
- "—Limitation on Guarantees," and
- the provisions of clause (3) of the first paragraph of "—Merger and Consolidation."

If at any time the Unsecured Notes cease to have such Investment Grade Status or if a Default or Event of Default occurs and is continuing, then the Suspended Covenants, the Unsecured Note Guarantees will thereafter be reinstated and, with respect to the Suspended Covenants, as if such covenants had never been suspended (the "*Reversion Date*") and be applicable pursuant to the terms of the Unsecured Notes Indenture (including in connection with performing any calculation or assessment to determine compliance with the terms of the Unsecured Notes Indenture), unless and until the Unsecured Notes subsequently attain Investment Grade Status and no Default or Event of Default is in existence (in which event the Suspended Covenants and the Unsecured Note Guarantees shall no longer be in effect for such time that the Unsecured Notes maintain an Investment Grade Status and no Default or Event of Default is in existence); *provided, however*, that no Default, Event of Default or breach of any kind shall be deemed to exist under the Unsecured Notes Indenture, the Unsecured Notes Registration Rights Agreement, the Unsecured Notes or the Unsecured Note Guarantees with respect to the Suspended Covenants based on, and none of the Issuer or any of its Subsidiaries shall bear any liability for, any

actions taken or events occurring during the Suspension Period (as defined below), or any actions taken at any time pursuant to any contractual obligation arising prior to the Reversion Date, regardless of whether such actions or events would have been permitted if the applicable Suspended Covenants remained in effect during such period. The period of time between the date of suspension of the covenants and the Reversion Date is referred to as the "*Suspension Period*."

On the Reversion Date, all Indebtedness Incurred during the Suspension Period will be classified to have been Incurred pursuant to the first paragraph of "—Limitation on Indebtedness" or one of the clauses set forth in the second paragraph of "—Limitation on Indebtedness" (to the extent such Indebtedness would be permitted to be Incurred thereunder as of the Reversion Date and after giving effect to the Indebtedness Incurred prior to the Suspension Period and outstanding on the Reversion Date). To the extent such Indebtedness would not be so permitted to be Incurred pursuant to the first and second paragraphs of "—Limitation on Indebtedness," such Indebtedness will be deemed to have been outstanding on the Issue Date, so that it is classified as permitted under clause (4)(c) of the second paragraph of "—Limitation on Indebtedness." Calculations made after the Reversion Date of the amount available to be made as Restricted Payments under "—Limitation on Restricted Payments" will be made as though the covenants described under "—Limitation on Restricted Payments" had been in effect since the Issue Date and throughout the Suspension Period; *provided*, *however,* that, no Subsidiaries may be designated as Unrestricted Subsidiaries during the Suspension Period, unless such designation would have complied with the covenant described under "—Limitation on Restricted Payments" as if such covenant would have been in effect during such period. Accordingly, Restricted Payments made during the Suspension Period will reduce the amount available to be made as Restricted Payments under the first paragraph of "—Limitation on Restricted Payments."

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

Limitation on Indebtedness

The Issuer will not, and will not permit any of its Restricted Subsidiaries to, Incur any Indebtedness (including Acquired Indebtedness); *provided, however*, that the Issuer and any of the Subsidiary Guarantors may Incur Indebtedness (including Acquired Indebtedness), if on the date of such Incurrence and after giving pro forma effect thereto (including pro forma application of the proceeds thereof), the Fixed Charge Coverage Ratio for the Issuer and its Restricted Subsidiaries is greater than 2.00 to 1.00.

The first paragraph of this covenant will not prohibit the Incurrence of the following Indebtedness:

(1) Indebtedness of the Issuer and the Subsidiary Guarantors Incurred pursuant to any Credit Facility (including letters of credit or bankers' acceptances issued or created under any Credit Facility), and any Guarantees by the Issuer or any Subsidiary Guarantor in respect of such Indebtedness, in a maximum aggregate principal amount of all Indebtedness incurred under this clause (1) and clause (15) below at any time outstanding not exceeding (i) $9,375.0 million, plus (ii) in the case of any refinancing of any Indebtedness permitted under this clause or any portion thereof, the aggregate amount of fees, underwriting discounts, accrued and unpaid interest, premiums and other costs and expenses Incurred in connection with such refinancing;

(2) Guarantees by the Issuer or any Subsidiary Guarantor of Indebtedness of the Issuer or any Restricted Subsidiary so long as the Incurrence of such Indebtedness is permitted under the terms of the Unsecured Notes Indenture;

(3) Indebtedness of the Issuer owing to and held by any Restricted Subsidiary or Indebtedness of a Restricted Subsidiary owing to and held by the Issuer or any Restricted Subsidiary; *provided*, *however*, that:

   (a) any subsequent issuance or transfer of Capital Stock or any other event which results in any such Indebtedness being beneficially held by a Person other than the Issuer or a Restricted Subsidiary; and

(b) any sale or other transfer of any such Indebtedness to a Person other than the Issuer or a Restricted Subsidiary,

shall be deemed, in each case, to constitute an Incurrence of such Indebtedness by the Issuer or such Restricted Subsidiary, as the case may be;

(4) Indebtedness represented by (a) the Unsecured Notes (other than any Additional Unsecured Notes), including any Guarantee thereof, (b) any Unsecured Exchange Notes issued in exchange for such Unsecured Notes, including any Guarantee thereof, (c) any Indebtedness (other than Indebtedness incurred pursuant to clauses (1), (3) and (4)(a)) outstanding on the Issue Date (including the Secured Notes issued on the Issue Date), including any Guarantee thereof (including any exchange notes and related exchange guarantees issued in respect of such Secured Notes), (d) Refinancing Indebtedness Incurred in respect of any Indebtedness described in this clause, clause (5) of this paragraph (subject to the extent the Indebtedness being Refinanced was incurred under subclause (c) to clause (5) (or is Refinancing Indebtedness in respect thereof), to the requirements of subclause (c) to clause (5)) or clause (10) of this paragraph or Incurred pursuant to the first paragraph of this covenant, and (e) Management Advances;

(5) (x) Indebtedness of the Issuer or any Subsidiary Guarantor Incurred or issued to finance an acquisition or (y) Acquired Indebtedness; *provided, however,* that after giving pro forma effect to such acquisition, merger or consolidation, and the Incurrence of such Indebtedness (including pro forma application of the proceeds thereof, either:

(a) the Issuer would be permitted to Incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of this covenant,

(b) the Fixed Charge Coverage Ratio of the Issuer and the Restricted Subsidiaries would not be lower than such ratio immediately prior to such acquisition, merger or consolidation, or

(c) such Indebtedness constitutes Acquired Indebtedness (other than Indebtedness Incurred in contemplation of the transaction or series of related transactions pursuant to which such Persons became a Restricted Subsidiary or was otherwise acquired by the Issuer or a Restricted Subsidiary); *provided* that the only obligors with respect to such Indebtedness and any Refinancing Indebtedness in respect thereof shall be those Persons who were obligors of such Indebtedness prior to such acquisition, merger or consolidation;

(6) Hedging Obligations (excluding Hedging Obligations entered into for speculative purposes);

(7) Indebtedness represented by Capitalized Lease Obligations or Purchase Money Obligations in an aggregate outstanding principal amount which, when taken together with the principal amount of all other Indebtedness Incurred pursuant to this clause and then outstanding, does not exceed the greater of (a) $1,100.0 million and (b) 4.0% of Total Assets at the time of Incurrence, and any Refinancing Indebtedness in respect thereof;

(8) Indebtedness in respect of (a) workers' compensation claims, self-insurance obligations, performance, indemnity, surety, judgment, appeal, advance payment, customs, value added or other tax or other guarantees or other similar bonds, instruments or obligations and completion guarantees and warranties provided by the Issuer or a Restricted Subsidiary or relating to liabilities, obligations or guarantees Incurred in the ordinary course of business or consistent with past practice, (b) the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business or consistent with past practice; *provided*, *however*, that such Indebtedness is extinguished within five Business Days of Incurrence; (c) customer deposits and advance payments received in the ordinary course of business or consistent with past practice from customers for goods or services purchased in the ordinary course of business or consistent with past practice; and (d) any customary treasury, depositary, cash management, automatic clearinghouse arrangements, overdraft protections, cash pooling or netting or setting off arrangements or similar arrangements in the ordinary course of business or consistent with past practice;

(9) Indebtedness arising from agreements providing for guarantees, indemnification, obligations in respect of earn-outs or other adjustments of purchase price or, in each case, similar obligations, in each case, Incurred or assumed in connection with the acquisition or disposition of any business or assets or Person or any Capital Stock of a Subsidiary (other than Guarantees of Indebtedness Incurred by any Person acquiring or disposing of such business or assets or such Subsidiary for the purpose of financing such acquisition or disposition);

(10) [reserved];

(11) Indebtedness of Non-Guarantors in an aggregate amount not to exceed the greater of (a) $1,350.0 million and (b) 5.0% of the Total Assets at any time outstanding;

(12) Indebtedness consisting of promissory notes issued by the Issuer or any of its Subsidiaries to any current or former employee, director or consultant of the Issuer, any of its Subsidiaries or any Parent Entity (or permitted transferees, assigns, estates, or heirs of such employee, director or consultant), to finance the purchase or redemption of Capital Stock of the Issuer or any Parent Entity that is permitted by the covenant described below under "—Limitation on Restricted Payments";

(13) Indebtedness of the Issuer or any of its Restricted Subsidiaries consisting of (i) the financing of insurance premiums or (ii) take-or-pay obligations contained in supply arrangements, in each case Incurred in the ordinary course of business or consistent with past practice;

(14) Indebtedness of the Issuer or any Subsidiary Guarantor in an aggregate outstanding principal amount which, when taken together with any Refinancing Indebtedness in respect thereof and the principal amount of all other Indebtedness Incurred pursuant to this clause and then outstanding, will not exceed the greater of (a) $1,350.0 million and (b) 5.0% of Total Assets;

(15) Indebtedness Incurred pursuant to a Qualified Receivables Transaction; *provided, however,* that, at the time of such Incurrence, the Issuer would have been entitled to Incur Indebtedness pursuant to clause (1) above in an amount equal to the Receivables Transaction Amount of such Qualified Receivables Transaction;

(16) Physician Support Obligations Incurred by the Issuer or any Restricted Subsidiary; and

(17) Non-Recourse Indebtedness of Restricted Subsidiaries in an aggregate principal amount which, when taken together with all other Non-Recourse Indebtedness of Restricted Subsidiaries Incurred pursuant to this clause (17) and then outstanding does not exceed the greater of (a) $1,100.0 million and (b) 4.0% of Total Assets.

For purposes of determining compliance with, and the outstanding principal amount of any particular Indebtedness Incurred pursuant to and in compliance with, this covenant:

(1) subject to clause (3) below, in the event that all or any portion of any item of Indebtedness meets the criteria of more than one of the types of Indebtedness described in the first and second paragraphs of this covenant, the Issuer, in its sole discretion, may classify, and may from time to time reclassify under clause (2) below, such item of Indebtedness and only be required to include the amount and type of such Indebtedness in one of the clauses of the second paragraph or the first paragraph of this covenant;

(2) subject to clause (3) below, additionally, all or any portion of any item of Indebtedness may later be classified as having been Incurred pursuant to any type of Indebtedness described in the first and second paragraphs of this covenant so long as such Indebtedness is permitted to be Incurred pursuant to such provision at the time of reclassification;

(3) all Indebtedness outstanding on the Issue Date under the Credit Agreement shall be deemed to have been incurred on the Issue Date under clause (1) of the second paragraph of the description of this covenant and may not be reclassified at any time pursuant to clause (1) or (2) of this paragraph;

(4) in the case of any refinancing of any Indebtedness permitted under clause (7), (11), (14) or (17) of the second paragraph of this covenant or any portion thereof, such Indebtedness shall not include the aggregate amount of fees, underwriting discounts, premiums and other costs and expenses Incurred in connection with such refinancing;

(5) Guarantees of, or obligations in respect of letters of credit, bankers' acceptances or other similar instruments relating to, or Liens securing, Indebtedness that is otherwise included in the determination of a particular amount of Indebtedness shall not be included;

(6) if obligations in respect of letters of credit, bankers' acceptances or other similar instruments are Incurred pursuant to any Credit Facility and are being treated as Incurred pursuant to clause (1), (7), (11), (14) or (17) of the second paragraph of this covenant or the first paragraph of this covenant and the letters of credit, bankers' acceptances or other similar instruments relate to other Indebtedness, then such other Indebtedness shall not be included to the extent of the amount treated as so Incurred;

(7) the principal amount of any Disqualified Stock of the Issuer or a Restricted Subsidiary, or Preferred Stock of a Restricted Subsidiary, will be equal to the greater of the maximum mandatory redemption or repurchase price (not including, in either case, any redemption or repurchase premium) or the liquidation preference thereof;

(8) Indebtedness permitted by this covenant need not be permitted solely by reference to one provision permitting such Indebtedness but may be permitted in part by one such provision and in part by one or more other provisions of this covenant permitting such Indebtedness; and

(9) the amount of any Indebtedness outstanding as of any date shall be (a) the accreted value thereof in the case of any Indebtedness issued with original issue discount and (b) the principal amount of Indebtedness, or liquidation preference thereof, in the case of any other Indebtedness.

Accrual of interest, accrual of dividends, the accretion of accreted value, the accretion or amortization of original issue discount, the payment of interest in the form of additional Indebtedness, the payment of dividends in the form of additional shares of Preferred Stock or Disqualified Stock or the reclassification of commitments or obligations not treated as Indebtedness due to a change in GAAP, will not be deemed to be an Incurrence of Indebtedness for purposes of the covenant described under this "—Limitation on Indebtedness."

If at any time an Unrestricted Subsidiary becomes a Restricted Subsidiary, any Indebtedness of such Subsidiary shall be deemed to be Incurred by a Restricted Subsidiary of the Issuer as of such date (and, if such Indebtedness is not permitted to be Incurred as of such date under the covenant described under this "—Limitation on Indebtedness," the Issuer shall be in default of this covenant).

Notwithstanding any other provision of this covenant, the maximum amount of Indebtedness that the Issuer or a Restricted Subsidiary may Incur pursuant to this covenant shall not be deemed to be exceeded solely as a result of fluctuations in the exchange rate of currencies. The principal amount of any Indebtedness Incurred to refinance other Indebtedness, if Incurred in the same currency as the Indebtedness being refinanced, shall be calculated based on the currency exchange rate in effect on the date such Indebtedness was originally incurred, in the case of term indebtedness, or first committed, in the case of revolving credit indebtedness. The principal amount of any Indebtedness Incurred to refinance other Indebtedness, if Incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such Refinancing Indebtedness is denominated that is in effect on the date of such refinancing.

The Unsecured Notes Indenture provides that the Issuer will not, and will not permit any Guarantor to, directly or indirectly, Incur any Indebtedness (including Acquired Indebtedness) that is subordinated or junior in right of payment to any Indebtedness of the Issuer or such Guarantor, as the case may be, unless such Indebtedness is expressly subordinated in right of payment to the Unsecured Notes or such Guarantor's Unsecured Note Guarantee to the extent and in the same manner as such Indebtedness is subordinated to other Indebtedness of the Issuer or such Guarantor, as the case may be.

The Unsecured Notes Indenture does not treat (1) unsecured Indebtedness as subordinated or junior to Secured Indebtedness merely because it is unsecured or (2) senior Indebtedness as subordinated or junior to any other senior Indebtedness merely because it has a junior priority with respect to the same collateral or is secured by different collateral.

Limitation on Restricted Payments

The Issuer will not, and will not permit any of its Restricted Subsidiaries, directly or indirectly, to:

(1) declare or pay any dividend or make any distribution on or in respect of the Issuer's or any Restricted Subsidiary's Capital Stock (including any payment in connection with any merger or consolidation involving the Issuer or any of its Restricted Subsidiaries) except:

  (a) dividends or distributions payable in Capital Stock of the Issuer (other than Disqualified Stock) or in options, warrants or other rights to purchase such Capital Stock of the Issuer; and

  (b) dividends or distributions payable to the Issuer or a Restricted Subsidiary (and, in the case of any such Restricted Subsidiary making such dividend or distribution, to holders of its Capital Stock other than the Issuer or another Restricted Subsidiary on no more than a *pro rata* basis);

(2) purchase, redeem, retire or otherwise acquire for value any Capital Stock of the Issuer or any Parent Entity of the Issuer held by Persons other than the Issuer or a Restricted Subsidiary of the Issuer;

(3) purchase, repurchase, redeem, defease or otherwise acquire or retire for value, prior to scheduled maturity, scheduled repayment or scheduled sinking fund payment, any Subordinated Indebtedness (other than (a) any such purchase, repurchase, redemption, defeasance or other acquisition or retirement in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case, due within one year of the date of purchase, repurchase, redemption, defeasance or other acquisition or retirement and (b) any Indebtedness Incurred pursuant to clause (3) of the second paragraph of the covenant described under "—Limitation on Indebtedness"); or

(4) make any Restricted Investment;

(any such dividend, distribution, purchase, redemption, repurchase, defeasance, other acquisition, retirement or Restricted Investment referred to in clauses (1) through (4) are referred to herein as a "*Restricted Payment*"), if at the time the Issuer or such Restricted Subsidiary makes such Restricted Payment:

(a) a Default or an Event of Default shall have occurred and be continuing (or would result immediately thereafter therefrom);

(b) the Issuer is not able to Incur an additional $1.00 of Indebtedness pursuant to the first paragraph under the "—Limitation on Indebtedness" covenant after giving effect, on a pro forma basis, to such Restricted Payment; or

(c) the aggregate amount of such Restricted Payment and all other Restricted Payments made since the RP Reference Date (and not returned or rescinded) (including Permitted Payments permitted below by clause (1) (without duplication) of the next succeeding paragraph, but excluding all other Restricted Payments permitted by the next succeeding paragraph) would exceed the sum of (without duplication):

  (i) 50% of Consolidated Net Income of the Issuer for the period (treated as one accounting period) from the first day of the first fiscal quarter during which the RP Reference Date occurred to the end of the most recent fiscal quarter ending prior to the date of such Restricted Payment for which internal consolidated financial statements of the Issuer are available (or, in the case such Consolidated Net Income is a deficit, minus 100% of such deficit);

  (ii) 100% of the aggregate Net Cash Proceeds, and the fair market value of property or assets or marketable securities, received by the Issuer from the issue or sale of Capital Stock (other than Disqualified Stock or Designated Preferred Stock) subsequent to the RP Reference Date or

otherwise contributed to the equity (other than through the issuance of Disqualified Stock or Designated Preferred Stock) of the Issuer subsequent to the RP Reference Date (in each case other than (x) Net Cash Proceeds or property or assets or marketable securities received from an issuance or sale of such Capital Stock to a Restricted Subsidiary or an employee stock ownership plan or trust established by the Issuer or any Subsidiary of the Issuer for the benefit of its employees to the extent funded by the Issuer or any Restricted Subsidiary, (y) Net Cash Proceeds or property or assets or marketable securities to the extent that any Restricted Payment has been made from such proceeds in reliance on clause (6) of the next succeeding paragraph and (z) Excluded Contributions);

(iii) 100% of the aggregate Net Cash Proceeds, and the fair market value of property or assets or marketable securities, received by the Issuer or any Restricted Subsidiary from the issuance or sale (other than to the Issuer or a Restricted Subsidiary of the Issuer or an employee stock ownership plan or trust established by the Issuer or any Subsidiary for the benefit of their employees to the extent funded by the Issuer or any Restricted Subsidiary) by the Issuer or any Restricted Subsidiary subsequent to the RP Reference Date of any Indebtedness, Disqualified Stock or Designated Preferred Stock that has been converted into or exchanged for Capital Stock of the Issuer (other than Disqualified Stock or Designated Preferred Stock) plus, without duplication, the amount of any cash, and the fair market value of property or assets or marketable securities, received by the Issuer or any Restricted Subsidiary upon such conversion or exchange;

(iv) 100% of the aggregate amount received in cash and the fair market value, as determined in good faith by the Issuer, of marketable securities or other property received by means of: (i) the sale or other disposition (other than to the Issuer or a Restricted Subsidiary) of Restricted Investments made by the Issuer or its Restricted Subsidiaries and repurchases and redemptions of such Restricted Investments from the Issuer or its Restricted Subsidiaries and repayments of loans or advances, and releases of guarantees, which constituted Restricted Investments by the Issuer or its Restricted Subsidiaries, in each case after the RP Reference Date; or (ii) the sale (other than to the Issuer or a Restricted Subsidiary) of the stock of an Unrestricted Subsidiary or a distribution from an Unrestricted Subsidiary (other than to the extent of the amount of the Investment that constituted a Permitted Investment) or a dividend from an Unrestricted Subsidiary after the RP Reference Date; and

(v) in the case of the redesignation of an Unrestricted Subsidiary as a Restricted Subsidiary or the merger or consolidation of an Unrestricted Subsidiary into the Issuer or a Restricted Subsidiary or the transfer of all or substantially all of the assets of an Unrestricted Subsidiary to the Issuer or a Restricted Subsidiary after the RP Reference Date, the fair market value of the Investment in such Unrestricted Subsidiary (or the assets transferred), as determined in good faith of the Issuer at the time of the redesignation of such Unrestricted Subsidiary as a Restricted Subsidiary or at the time of such merger or consolidation or transfer of assets (after taking into consideration any Indebtedness associated with the Unrestricted Subsidiary so designated or merged or consolidated or Indebtedness associated with the assets so transferred), other than to the extent of the amount of the Investment that constituted a Permitted Investment.

The foregoing provisions will not prohibit any of the following (collectively, "*Permitted Payments*"):

(1) the payment of any dividend or distribution within 60 days after the date of declaration thereof, if at the date of declaration such payment would have complied with the provisions of the Unsecured Notes Indenture or the redemption, repurchase or retirement of Indebtedness if, at the date of any irrevocable redemption notice, such payment would have complied with the provisions of the Unsecured Notes Indenture;

(2) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Capital Stock or Subordinated Indebtedness made by exchange (including any such exchange pursuant to the exercise of a conversion right or privilege in connection with which cash is paid in lieu of the issuance of

fractional shares) for, or out of the proceeds of the substantially concurrent sale of, Capital Stock of the Issuer (other than Disqualified Stock or Designated Preferred Stock and other than Capital Stock sold to a Restricted Subsidiary) ("*Refunding Capital Stock*") or a substantially concurrent contribution to the equity (other than through the issuance of Disqualified Stock or Designated Preferred Stock or through an Excluded Contribution or by any Restricted Subsidiary) of the Issuer; *provided, however*, that to the extent so applied, the Net Cash Proceeds, or fair market value of property or assets or of marketable securities, from such sale of Capital Stock or such contribution will be excluded from clause (c) of the preceding paragraph;

(3) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Subordinated Indebtedness made by exchange for, or out of the proceeds of the substantially concurrent sale of, Subordinated Indebtedness that constitutes Refinancing Indebtedness permitted to be Incurred pursuant to the covenant described under "—Limitation on Indebtedness" above;

(4) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Preferred Stock of the Issuer or a Restricted Subsidiary made by exchange for or out of the proceeds of the substantially concurrent sale of Preferred Stock (other than any exchange or sale to a Restricted Subsidiary and other than an issuance of Disqualified Stock of the Issuer or Preferred Stock of a Restricted Subsidiary to replace Preferred Stock (other than Disqualified Stock) of the Issuer) of the Issuer or a Restricted Subsidiary, as the case may be, that, in each case, is permitted to be Incurred pursuant to the covenant described under "—Limitation on Indebtedness" above;

(5) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Subordinated Indebtedness or Disqualified Stock or Preferred Stock of a Restricted Subsidiary:

(a) from Net Available Cash to the extent permitted under "—Limitation on Sales of Assets and Subsidiary Stock" below, but only if the Issuer shall have first complied with the terms described under "—Limitation on Sales of Assets and Subsidiary Stock" and purchased all Unsecured Notes tendered pursuant to any offer to repurchase all the Unsecured Notes required thereby, prior to purchasing, repurchasing, redeeming, defeasing or otherwise acquiring or retiring such Subordinated Indebtedness, Disqualified Stock or Preferred Stock;

(b) to the extent required by the agreement governing such Subordinated Indebtedness, Disqualified Stock or Preferred Stock, following the occurrence of a Change of Control (or other similar event described therein as a "change of control"), but only if the Issuer shall have first complied with the terms described under "—Change of Control" and purchased all Unsecured Notes tendered pursuant to the offer to repurchase all the Unsecured Notes required thereby, prior to purchasing, repurchasing, redeeming, defeasing or otherwise acquiring or retiring such Subordinated Indebtedness, Disqualified Stock or Preferred Stock; or

(c) consisting of Acquired Indebtedness (other than Indebtedness Incurred (A) to provide all or any portion of the funds utilized to consummate the transaction or series of related transactions pursuant to which the relevant Person became a Restricted Subsidiary or was otherwise acquired by the Issuer or a Restricted Subsidiary or (B) otherwise in connection with or contemplation of such acquisition);

(6) a Restricted Payment to pay for the repurchase, retirement or other acquisition or retirement for value of Capital Stock (other than Disqualified Stock) of the Issuer or of any Parent Entity held by any future, present or former employee, director or consultant of the Issuer, any of its Subsidiaries or of any Parent Entity (or permitted transferees, assigns, estates, trusts or heirs of such employee, director or consultant) either pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or upon the termination of such employee, director or consultant's employment or directorship; *provided*, *however*, that the aggregate Restricted Payments made under this clause (6) do not exceed $90.0 million in any calendar year (with unused amounts in any calendar year being carried over to succeeding calendar years); *provided further* that such amount in any calendar year may be increased by an amount not to exceed:

(a) the cash proceeds from the sale of Capital Stock (other than Disqualified Stock or Designated Preferred Stock or Excluded Contributions) of the Issuer and, to the extent contributed to the capital of the Issuer (other than through the issuance of Disqualified Stock or Designated Preferred Stock or an Excluded Contribution), Capital Stock of any Parent Entity, in each case to members of management, directors or consultants of the Issuer, any of its Subsidiaries or any Parent Entity that occurred after the Issue Date, to the extent the cash proceeds from the sale of such Capital Stock have not otherwise been applied to the payment of Restricted Payments by virtue of clause (c) of the preceding paragraph; *plus*

(b) the cash proceeds of key man life insurance policies received by the Issuer and its Restricted Subsidiaries after the Issue Date; *less*

(c) the amount of any Restricted Payments made in previous calendar years pursuant to clauses (a) and (b) of this clause;

and *provided further* that cancellation of Indebtedness owing to the Issuer or any Restricted Subsidiary from members of management, directors, employees or consultants of the Issuer, or any Parent Entity or Restricted Subsidiaries in connection with a repurchase of Capital Stock of the Issuer or any Parent Entity will not be deemed to constitute a Restricted Payment for purposes of this covenant or any other provision of the Unsecured Notes Indenture;

(7) the declaration and payment of dividends on Disqualified Stock or Preferred Stock of a Restricted Subsidiary, Incurred in accordance with the terms of the covenant described under "—Limitation on Indebtedness" above;

(8) purchases, repurchases, redemptions, defeasances or other acquisitions or retirements of Capital Stock deemed to occur upon the exercise of stock options, warrants or other rights in respect thereof if such Capital Stock represents a portion of the exercise price thereof;

(9) dividends, loans, advances or distributions to any Parent Entity or other payments by the Issuer or any Restricted Subsidiary in amounts equal to (without duplication):

(a) the amounts required for any Parent Entity to pay any Parent Entity Expenses or any Related Taxes; or

(b) amounts constituting or to be used for purposes of making payments to the extent specified in clauses (2), (3), (5) and (11) of the second paragraph under "—Limitation on Affiliate Transactions";

(10) [reserved];

(11) payments by the Issuer, or loans, advances, dividends or distributions to any Parent Entity to make payments, to holders of Capital Stock of the Issuer or any Parent Entity in lieu of the issuance of fractional shares of such Capital Stock, *provided*, *however*, that any such payment, loan, advance, dividend or distribution shall not be for the purpose of evading any limitation of this covenant or otherwise to facilitate any dividend or other return of capital to the holders of such Capital Stock (as determined in good faith by the Board of Directors of the Issuer);

(12) Restricted Payments that are made with Excluded Contributions;

(13) (i) the declaration and payment of dividends on Designated Preferred Stock of the Issuer issued after the Issue Date and (ii) the declaration and payment of dividends on Refunding Capital Stock that is Preferred Stock; *provided*, *however*, that the amount of all dividends declared or paid pursuant to this clause shall not exceed the Net Cash Proceeds received by the Issuer or the aggregate amount contributed in cash to the equity (other than through the issuance of Disqualified Stock or an Excluded Contribution) of the Issuer, from the issuance or sale of such Designated Preferred Stock; *provided further*, in the case of clause (ii), that for the most recently ended four fiscal quarters for which internal financial statements are available immediately preceding the date of issuance of such Preferred Stock,

after giving effect to such payment on a pro forma basis the Issuer would be permitted to Incur at least $1.00 of additional Indebtedness pursuant to the test set forth in the first paragraph of the covenant described under "—Limitation on Indebtedness";

(14) dividends or other distributions of Capital Stock of, or Indebtedness owed to the Issuer or a Restricted Subsidiary by, Unrestricted Subsidiaries (unless the Unrestricted Subsidiary's principal asset is cash or Cash Equivalents);

(15) distributions or payments in connection with a Qualified Receivables Transaction;

(16) any Restricted Payment made in connection with the Transactions and the fees and expenses related thereto or used to fund amounts owed to Affiliates in connection with the Transactions (including dividends to any Parent Entity of the Issuer to permit payment by such Parent Entity of such amounts);

(17) Restricted Payments (including loans or advances) in an aggregate amount outstanding at the time made not to exceed $800.0 million and 3.0% of Total Assets; *provided, however*, that, at the time of each such Restricted Payment, no Default or Event of Default shall have occurred and be continuing (or result therefrom);

(18) any Restricted Payment made by the Issuer or any Restricted Subsidiary; *provided* that, immediately after giving pro forma effect thereto and the Incurrence of any Indebtedness the net proceeds of which are used to finance such Restricted Payment, the Consolidated Total Leverage Ratio would be no greater than 3.50 to 1.00;

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

(20) Investments in Unrestricted Subsidiaries having an aggregate fair market value, taken together with all other Investments made pursuant to this clause (20) that are at the time outstanding, without giving effect to the sale of an Unrestricted Subsidiary to the extent the proceeds of such sale do not consist of cash or marketable securities received by the Issuer or a Restricted Subsidiary, not to exceed 2.5% of Total Assets at the time of such Investment (with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value); and

(21) Restricted Payments made by or in connection with the sale, disposition, transfer, dividend, distribution, contribution, or other disposition of assets, other than cash or Cash Equivalents, in an amount which, when taken together with all Restricted Payments previously made pursuant to this clause (21), does not exceed the greater of $1,100.0 million and 4.0% of Total Assets; *provided, however*, that at the time of each such Restricted Payment, no Default shall have occurred and be continuing (or result therefrom).

For purposes of determining compliance with this covenant, in the event that a Restricted Payment meets the criteria of more than one of the categories of Permitted Payments described in clauses (1) through (21) above, or is permitted pursuant to the first paragraph of this covenant, the Issuer will be entitled to classify such Restricted Payment (or portion thereof) on the date of its payment or later reclassify (based on circumstances existing at the time of such reclassification) such Restricted Payment (or portion thereof) in any manner that complies with this covenant.

The amount of all Restricted Payments (other than cash) shall be the fair market value on the date of such Restricted Payment of the asset(s) or securities proposed to be paid, transferred or issued by the Issuer or such Restricted Subsidiary, as the case may be, pursuant to such Restricted Payment. The fair market value of any cash Restricted Payment shall be its face amount, and the fair market value of any non-cash Restricted Payment, property or assets other than cash shall be determined conclusively by the Board of Directors of the Issuer acting in good faith.

As set forth in the first paragraph of this covenant, our capacity to make Restricted Payments depends in part on a calculation based on our Consolidated Net Income since, and other transactions occurring from, July 1, 2007 or July 25, 2007, as applicable. As of June 30, 2014, we had a Restricted Payments basket of approximately $1.06 billion under subclause (c) of the first paragraph of this covenant.

Limitation on Liens

The Issuer will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create, Incur or permit to exist any Lien (except Permitted Liens) (each, an "*Initial Lien*") that secures obligations under any Indebtedness or any related guarantee, on any asset or property of the Issuer or any Restricted Subsidiary, unless:

(1) in the case of Liens securing Subordinated Indebtedness, the Unsecured Notes and related Guarantees are secured by a Lien on such property, assets or proceeds that is senior in priority to such Liens; or

(2) in all other cases, the Unsecured Notes and the related Guarantees are equally and ratably secured with the Obligations secured by such Initial Lien.

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

With respect to any Lien securing Indebtedness that was permitted to secure such Indebtedness at the time of the Incurrence of such Indebtedness, such Lien will also be permitted to secure any Increased Amount of such Indebtedness. The "*Increased Amount*" of any Indebtedness will mean any increase in the amount of such Indebtedness in connection with any accrual of interest, the accretion of accreted value, the amortization of original issue discount, the payment of interest in the form of additional Indebtedness with the same terms, accretion of original issue discount or liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies or increases in the value of property securing Indebtedness.

Limitation on Sale and Leaseback Transactions

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

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

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

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

Limitation on Restrictions on Distributions from Restricted Subsidiaries

The Issuer will not, and will not permit any Restricted Subsidiary to, create or otherwise cause or permit to exist or become effective any consensual encumbrance or consensual restriction on the ability of any Restricted Subsidiary to:

(A) pay dividends or make any other distributions in cash or otherwise on its Capital Stock or pay any Indebtedness or other obligations owed to the Issuer or any Restricted Subsidiary;

(B) make any loans or advances to the Issuer or any Restricted Subsidiary; or

(C) sell, lease or transfer any of its property or assets to the Issuer or any Restricted Subsidiary;

provided that (x) the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock and (y) the subordination of (including the application of any standstill requirements to) loans or advances made to the Issuer or any Restricted Subsidiary to other Indebtedness Incurred by the Issuer or any Restricted Subsidiary shall not be deemed to constitute such an encumbrance or restriction.

The provisions of the preceding paragraph will not prohibit:

(1) any encumbrance or restriction pursuant to (a) any Credit Facility, or (b) any other agreement or instrument, in each case, in effect at or entered into on the Issue Date;

(2) any encumbrance or restriction pursuant to the Unsecured Notes Indenture, the Unsecured Notes, Unsecured Note Guarantees, the Unsecured Exchange Notes and any Guarantees thereof;

(3) any encumbrance or restriction pursuant to an agreement or instrument of a Person or relating to any Capital Stock or Indebtedness of a Person, entered into on or before the date on which such Person was acquired by or merged, consolidated or otherwise combined with or into the Issuer or any Restricted Subsidiary, or was designated as a Restricted Subsidiary or on which such agreement or instrument is assumed by the Issuer or any Restricted Subsidiary in connection with an acquisition of assets (other than Capital Stock or Indebtedness Incurred as consideration in, or to provide all or any portion of the funds utilized to consummate, the transaction or series of related transactions pursuant to which such Person became a Restricted Subsidiary or was acquired by the Issuer or was merged, consolidated or otherwise combined with or into the Issuer or any Restricted Subsidiary or entered into in contemplation of or in connection with such transaction) and outstanding on such date which encumbrance or restriction is not applicable to any Person or the properties or assets of any Person, other than the Person, or the properties or assets of the Person, so acquired; *provided* that, for the purposes of this clause, if another Person is the Successor Company, any Subsidiary thereof or agreement or instrument of such Person or any such Subsidiary shall be deemed acquired or assumed by the Issuer or any Restricted Subsidiary when such Person becomes the Successor Company;

(4) any encumbrance or restriction:

(a) that restricts in a customary manner the subletting, assignment or transfer of any property or asset that is subject to a lease, license or similar contract or agreement, or the assignment or transfer of any lease, license or other contract or agreement;

(b) contained in mortgages, pledges, charges or other security agreements permitted under the Unsecured Notes Indenture or securing Indebtedness of the Issuer or a Restricted Subsidiary permitted under the Unsecured Notes Indenture to the extent such encumbrances or restrictions restrict the transfer or encumbrance of the property or assets subject to such mortgages, pledges, charges or other security agreements; or

(c) pursuant to customary provisions restricting dispositions of real property interests set forth in any reciprocal easement agreements of the Issuer or any Restricted Subsidiary;

(5) any encumbrance or restriction pursuant to Purchase Money Obligations and Capitalized Lease Obligations permitted under the Unsecured Notes Indenture that impose encumbrances or restrictions on the property so acquired;

(6) any encumbrance or restriction imposed pursuant to an agreement entered into for the direct or indirect sale or disposition to a Person of all or substantially all the Capital Stock or assets of the Issuer or any Restricted Subsidiary (or the property or assets that are subject to such restriction) pending the closing of such sale or disposition;

(7) customary provisions in leases, licenses, shareholder agreements, joint venture agreements, organizational documents and other similar agreements and instruments;

(8) encumbrances or restrictions arising or existing by reason of applicable law or any applicable law, rule, regulation or order, or required by any regulatory authority;

(9) any encumbrance or restriction on cash or other deposits or net worth imposed by customers under agreements entered into in the ordinary course of business or consistent with past practice;

(10) any customary encumbrance or restriction pursuant to Hedging Obligations;

(11) other Indebtedness, Disqualified Stock or Preferred Stock of Foreign Subsidiaries permitted to be Incurred or issued subsequent to the Issue Date pursuant to the provisions of the covenant described under "—Limitation on Indebtedness" that impose restrictions solely on the Foreign Subsidiaries party thereto or their Subsidiaries;

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

(13) any encumbrance or restriction arising pursuant to an agreement or instrument (which, if it relates to any Indebtedness, shall only be permitted if such Indebtedness is permitted to be Incurred pursuant to the provisions of the covenant described under "—Limitation on Indebtedness") if the encumbrances and restrictions contained in any such agreement or instrument taken as a whole (i) are not materially less favorable to the Holders than the encumbrances and restrictions contained in the Credit Agreement, together with the security documents associated therewith, as in effect on the Issue Date (as determined in good faith by the Issuer) or (ii) either (a) the Issuer determines at the time of entry into such agreement or instrument that such encumbrances or restrictions will not adversely affect, in any material respect, the Issuer's ability to make principal or interest payments on the Unsecured Notes or (b) such encumbrance or restriction applies only during the continuance of a default relating to such agreement or instrument;

(14) any encumbrance or restriction existing by reason of any lien permitted under "—Limitation on Liens"; or

(15) any encumbrance or restriction pursuant to an agreement or instrument effecting a refinancing of Indebtedness Incurred pursuant to, or that otherwise refinances, an agreement or instrument referred to in clauses (1) to (14) of this paragraph or this clause (an "*Initial Agreement*") or contained in any amendment, supplement or other modification to an agreement referred to in clauses (1) to (14) of this paragraph or this clause (15); *provided*, *however*, that the encumbrances and restrictions with respect to such Restricted Subsidiary contained in any such agreement or instrument are no less favorable in any material respect to the Holders taken as a whole than the encumbrances and restrictions contained in the Initial Agreement or Initial Agreements to which such refinancing or amendment, supplement or other modification relates (as determined in good faith by the Issuer).

Limitation on Sales of Assets and Subsidiary Stock

The Issuer will not, and will not permit any of its Restricted Subsidiaries to, make any Asset Disposition unless:

(1) the Issuer or such Restricted Subsidiary, as the case may be, receives consideration (including by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise) at least equal to the fair market value (such fair market value to be determined on the date of contractually agreeing to such Asset Disposition), as determined in good faith by the Board of Directors of Holdings, of the shares and assets subject to such Asset Disposition (including, for the avoidance of doubt, if such Asset Disposition is a Permitted Asset Swap);

(2) in any such Asset Disposition, or series of related Asset Dispositions (except to the extent the Asset Disposition is a Permitted Asset Swap), at least 75% of the consideration from such Asset Disposition (including by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise) received by the Issuer or such Restricted Subsidiary, as the case may be, is in the form of cash or Cash Equivalents; and

(3) the Issuer or any of its Restricted Subsidiaries, will apply 100% of the Net Available Cash from any Asset Disposition:

(a) to the extent the Issuer or any Restricted Subsidiary, as the case may be, elects (or is required by the terms of any Indebtedness), (i) to prepay, repay or purchase any Indebtedness of a Non-Guarantor or Indebtedness that is secured by a Lien (in each case, other than Indebtedness owed to the Issuer or any Restricted Subsidiary) or Indebtedness under the Credit Agreement (or any Refinancing Indebtedness in respect thereof) within 450 days from the later of (A) the date of such Asset Disposition and (B) the receipt of such Net Available Cash; *provided*, *however*, that, in connection with any prepayment, repayment or purchase of Indebtedness pursuant to this clause (a), the Issuer or Restricted Subsidiary will retire such Indebtedness and will cause the related commitment (if any) to be reduced in an amount equal to the principal amount so prepaid, repaid or purchased; or (ii) to prepay, repay or purchase Senior Indebtedness; *provided further* that, to the extent the Issuer redeems, repays or repurchases Senior Indebtedness pursuant to this clause (ii), the Issuer shall equally and ratably reduce Obligations under the Unsecured Notes as provided under "Optional Redemption," through open-market purchases (to the extent such purchases are at or above 100% of the principal amount thereof) or by making an offer (in accordance with the procedures set forth below for an Asset Disposition Offer) to all Holders to purchase their Unsecured Notes at 100% of the principal amount thereof, plus the amount of accrued but unpaid interest, if any, on the amount of Unsecured Notes that would otherwise be prepaid; and/or

(b) to the extent the Issuer or any Restricted Subsidiary elects, to invest in or commit to invest in Additional Assets (including by means of an investment in Additional Assets by a Restricted Subsidiary with Net Available Cash received by the Issuer or another Restricted Subsidiary) within 450 days from the later of (i) the date of such Asset Disposition and (ii) the receipt of such Net Available Cash; *provided*, *however*, that a binding agreement shall be treated as a permitted application of Net Available Cash from the date of such commitment with the good faith expectation that such Net Available Cash will be applied to satisfy such commitment within 180 days of such commitment (an "*Acceptable Commitment*") and, in the event any Acceptable Commitment is later cancelled or terminated for any reason before the Net Available Cash is applied in connection therewith, the Issuer or such Restricted Subsidiary enters into another Acceptable Commitment (a "*Second Commitment*") within 180 days of such cancellation or termination; *provided further* that if any Second Commitment is later cancelled or terminated for any reason before such Net Available Cash is applied, then such Net Available Cash will constitute Excess Proceeds;

provided, however, that pending the final application of any such Net Available Cash in accordance with clause (3)(a) or clause (3)(b) above, the Issuer and its Restricted Subsidiaries may temporarily reduce Indebtedness or otherwise use such Net Available Cash in any manner not prohibited by the Unsecured Notes Indenture.

Any Net Available Cash from Asset Dispositions that is not applied or invested or committed to be applied or invested as provided in the preceding paragraph will be deemed to constitute "*Excess Proceeds*" under the Unsecured Notes Indenture. On the 451st day after an Asset Disposition or the receipt of such Net Available Cash, if the aggregate amount of Excess Proceeds under the Unsecured Notes Indenture exceeds $200.0 million, the Issuer will within 10 Business Days be required to make an offer ("*Asset Disposition Offer*") to all Holders of Unsecured Notes issued under the Unsecured Notes Indenture and, to the extent the Issuer elects, to all holders of

other outstanding Senior Indebtedness, to purchase the maximum principal amount of Unsecured Notes and any such Senior Indebtedness to which the Asset Disposition Offer applies that may be purchased out of the Excess Proceeds, at an offer price equal to 100% of the principal amount of the Unsecured Notes, and Senior Indebtedness, in each case, plus accrued and unpaid interest, if any, to, but not including, the date of purchase, in accordance with the procedures set forth in the Unsecured Notes Indenture or the agreements governing the Senior Indebtedness, as applicable, and, with respect to the Unsecured Notes, in minimum denominations of $2,000 and in integral multiples of $1,000 in excess thereof. The Issuer will deliver notice of such Asset Disposition Offer electronically or by first-class mail, with a copy to the Trustee, to each Holder of Unsecured Notes at the address of such Holder appearing in the security register or otherwise in accordance with the applicable procedures of DTC, describing the transaction or transactions that constitute the Asset Disposition and offering to repurchase the Unsecured Notes for the specified purchase price on the date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is delivered, pursuant to the procedures required by the Unsecured Notes Indenture and described in such notice.

To the extent that the aggregate amount of Unsecured Notes and Senior Indebtedness so validly tendered and not properly withdrawn pursuant to an Asset Disposition Offer is less than the Excess Proceeds, the Issuer may use any remaining Excess Proceeds for any purpose not prohibited by the Unsecured Notes Indenture. If the aggregate principal amount of the Unsecured Notes surrendered in any Asset Disposition Offer by Holders and other Senior Indebtedness surrendered by holders or lenders, collectively, exceeds the amount of Excess Proceeds, the Excess Proceeds shall be allocated among the Unsecured Notes and Senior Indebtedness to be purchased on a pro rata basis on the basis of the aggregate principal amount of tendered Unsecured Notes and Senior Indebtedness; *provided* that no Unsecured Notes or other Senior Indebtedness will be selected and purchased in an unauthorized denomination. Upon completion of any Asset Disposition Offer, the amount of Excess Proceeds will be reset at zero.

To the extent that any portion of Net Available Cash payable in respect of the Unsecured Notes is denominated in a currency other than U.S. dollars, the amount thereof payable in respect of the Unsecured Notes will not exceed the net amount of funds in U.S. dollars that is actually received by the Issuer upon converting such portion into U.S. dollars.

Notwithstanding any other provisions of this covenant, (i) to the extent that any of or all the Net Available Cash of any Asset Disposition by a Foreign Subsidiary (a "*Foreign Disposition*") is prohibited or delayed by applicable local law, or would give rise to a violation of a third-party agreement of the Borrower or any Restricted Subsidiary, from being repatriated to the United States, the portion of such Net Available Cash so affected will not be required to be applied in compliance with this covenant, and such amounts may be retained by the applicable Foreign Subsidiary so long, but only so long, as the applicable local law or third-party agreement will not permit repatriation to the United States (the Issuer hereby agreeing to use reasonable efforts (as determined in the Issuer's reasonable business judgment) to otherwise cause the applicable Foreign Subsidiary to within one year following the date on which the respective payment would otherwise have been required, to promptly take all actions reasonably required by the applicable local law or third-party agreement to permit such repatriation), and if within one year following the date on which the respective payment would otherwise have been required, such repatriation of any of such affected Net Available Cash is permitted under the applicable local law or third-party agreement, such repatriation will be promptly effected and such repatriated Net Available Cash will be promptly (and in any event not later than five (5) Business Days after such repatriation could be made) applied (net of additional Taxes payable or reserved against as a result thereof) in compliance with this covenant and (ii) to the extent that the Issuer has determined in good faith that repatriation of any of or all the Net Available Cash of any Foreign Disposition would have an adverse Tax cost consequence with respect to such Net Available Cash (which for the avoidance of doubt, includes, but is not limited to, any prepayment whereby doing so the Issuer, any Restricted Subsidiary or any of their respective affiliates would incur a tax liability, including a tax dividend, deemed dividend pursuant to Code Section 956 or a withholding tax), the Net Available Cash so affected may be retained by the applicable Foreign Subsidiary. The non-application of any prepayment amounts as a consequence of the foregoing provisions will not, for the avoidance of doubt, constitute a Default or an Event of Default.

For the purposes of clause (2) of the first paragraph of this covenant, the following will be deemed to be cash:

(1) the assumption by the transferee of Indebtedness or other liabilities contingent or otherwise of the Issuer or a Restricted Subsidiary (other than Subordinated Indebtedness of the Issuer or a Guarantor) and the release of the Issuer or such Restricted Subsidiary from all liability on such Indebtedness or other liability in connection with such Asset Disposition;

(2) securities, notes or other obligations received by the Issuer or any Restricted Subsidiary of the Issuer from the transferee that are converted by the Issuer or such Restricted Subsidiary into cash or Cash Equivalents within 180 days following the closing of such Asset Disposition;

(3) Indebtedness of any Restricted Subsidiary that is no longer a Restricted Subsidiary as a result of such Asset Disposition, to the extent that the Issuer and each other Restricted Subsidiary are released from any Guarantee of payment of such Indebtedness in connection with such Asset Disposition;

(4) consideration consisting of Indebtedness of the Issuer (other than Subordinated Indebtedness) received after the Issue Date from Persons who are not the Issuer or any Restricted Subsidiary; and

(5) any Designated Non-Cash Consideration received by the Issuer or any Restricted Subsidiary in such Asset Dispositions having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration received pursuant to this covenant that is at that time outstanding, not to exceed the greater of $800.0 million and 3.0% of Total Assets (with the fair market value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value).

The Issuer will comply, to the extent applicable, with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of Unsecured Notes pursuant to this covenant. To the extent that the provisions of any securities laws or regulations conflict with the provisions of the Unsecured Notes Indenture, the Issuer will comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in the Unsecured Notes Indenture by virtue thereof.

The Credit Agreement may prohibit or limit, and future credit agreements or other agreements to which the Issuer becomes a party may prohibit or limit, the Issuer from purchasing any Unsecured Notes pursuant to this covenant. In the event the Issuer is prohibited from purchasing the Unsecured Notes, the Issuer could seek the consent of its lenders to the purchase of the Unsecured Notes or could attempt to refinance the borrowings that contain such prohibition. If the Issuer does not obtain such consent or repay such borrowings, it will remain prohibited from purchasing the Unsecured Notes. In such case, the Issuer's failure to purchase tendered Unsecured Notes would constitute an Event of Default under the Unsecured Notes Indenture.

Limitation on Affiliate Transactions

The Issuer will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, enter into or conduct any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of the Issuer (an "*Affiliate Transaction*") involving aggregate value in excess of $40.0 million unless:

(1) the terms of such Affiliate Transaction taken as a whole are not materially less favorable to the Issuer or such Restricted Subsidiary, as the case may be, than those that could be obtained in a comparable transaction at the time of such transaction or the execution of the agreement providing for such transaction in arm's length dealings with a Person who is not such an Affiliate; and

(2) in the event such Affiliate Transaction involves an aggregate value in excess of $80.0 million, the terms of such transaction have been approved by a majority of the members of the Disinterested Directors.

The provisions of the preceding paragraph will not apply to:

(1) any Restricted Payment permitted to be made pursuant to the covenant described under "—Limitation on Restricted Payments," or any Permitted Investment;

(2) any issuance or sale of Capital Stock, options, other equity-related interests or other securities, or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, or entering into, or maintenance of, any employment, consulting, collective bargaining or benefit plan, program, agreement or arrangement, related trust or other similar agreement and other compensation arrangements, options, warrants or other rights to purchase Capital Stock of the Issuer, any Restricted Subsidiary or any Parent Entity, restricted stock plans, long-term incentive plans, stock appreciation rights plans, participation plans or similar employee benefits or consultants' plans (including valuation, health, insurance, deferred compensation, severance, retirement, savings or similar plans, programs or arrangements) or indemnities provided on behalf of officers, employees, directors or consultants approved by the Board of Directors of Holdings, in each case in the ordinary course of business or consistent with past practice;

(3) any Management Advances and any waiver or transaction with respect thereto;

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

(5) the payment of compensation, fees and reimbursement of expenses to, and customary indemnities (including under customary insurance policies) and employee benefit and pension expenses provided on behalf of, directors, officers, consultants or employees of the Issuer or any Restricted Subsidiary (whether directly or indirectly and including through any Person owned or controlled by any of such directors, officers or employees);

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

(7) any transaction pursuant to a Qualified Receivables Transaction;

(8) transactions with customers, clients, suppliers or purchasers or sellers of goods or services, in each case in the ordinary course of business or consistent with past practice, which are fair to the Issuer or the relevant Restricted Subsidiary in the reasonable determination of the Board of Directors of Holdings or the senior management of the Issuer or the relevant Restricted Subsidiary, or are on terms no less favorable than those that could reasonably have been obtained at such time from an unaffiliated party;

(9) [reserved];

(10) issuances or sales of Capital Stock (other than Disqualified Stock or Designated Preferred Stock) of the Issuer or options, warrants or other rights to acquire such Capital Stock and the granting of registration and other customary rights in connection therewith or any contribution to capital of the Issuer or any Restricted Subsidiary;

(11) the Transactions and the payment of all fees and expenses related to the Transactions;

(12) transactions in which the Issuer or any Restricted Subsidiary, as the case may be, delivers to the Trustee a letter from an Independent Financial Advisor stating that such transaction is fair to the Issuer or such Restricted Subsidiary from a financial point of view or meets the requirements of clause (1) of the preceding paragraph;

(13) [reserved];

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

(15) payments by the Issuer (and any Parent Entity) and its Restricted Subsidiaries pursuant to any tax sharing agreements in respect of Related Taxes among the Issuer (and any such Parent Entity) and its Restricted Subsidiaries on customary terms to the extent attributable to the ownership or operation of the Issuer and its Subsidiaries; and

(16) the contribution or other transfer by Holdings, the Issuer or any Subsidiary of property owned by it to any Spinout Subsidiary in a Spinout Transaction.

Designation of Restricted and Unrestricted Subsidiaries

The Board of Directors of the Issuer may designate any Restricted Subsidiary to be an Unrestricted Subsidiary if that designation would not cause a Default. If a Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate fair market value of all outstanding Investments owned by the Issuer and its Restricted Subsidiaries in the Subsidiary designated as an Unrestricted Subsidiary will be deemed to be an Investment made as of the time of the designation and will reduce the amount available for Restricted Payments under the covenant described above under the caption "—Certain Covenants—Limitation on Restricted Payments" or under one or more clauses of the definition of Permitted Investments, as determined by the Issuer. That designation will only be permitted if the Investment would be permitted at that time and if the Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. The Board of Directors of the Issuer may redesignate any Unrestricted Subsidiary to be a Restricted Subsidiary if that redesignation would not cause a Default.

Any designation of a Subsidiary of the Issuer as an Unrestricted Subsidiary will be evidenced to the Trustee by filing with the Trustee a resolution of the Board of Directors of the Issuer giving effect to such designation and an Officer's Certificate certifying that such designation complies with the preceding conditions and was permitted by the covenant described above under the caption "—Certain Covenants—Limitation on Restricted Payments." If, at any time, any Unrestricted Subsidiary would fail to meet the preceding requirements as an Unrestricted Subsidiary, it will thereafter cease to be an Unrestricted Subsidiary for purposes of the Unsecured Notes Indenture and any Indebtedness of such Subsidiary will be deemed to be incurred by a Restricted Subsidiary of the Issuer as of such date and, if such Indebtedness is not permitted to be incurred as of such date under the covenant described under the caption "—Certain Covenants—Limitation on Indebtedness," the Issuer will be in default of such covenant.

The Board of Directors of the Issuer may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary of the Issuer; *provided* that such designation will be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of the Issuer of any outstanding Indebtedness of such Unrestricted Subsidiary, and such designation will only be permitted if (1) such Indebtedness is permitted under the covenant described under the caption "—Certain Covenants—Limitation on Indebtedness," calculated on a pro forma basis as if such designation had occurred at the beginning of the applicable reference period; and (2) no Default or Event of Default would be in existence following such designation. Any such designation by the Board of Directors of the Issuer shall be evidenced to the Trustee by filing with the Trustee a certified copy of a resolution of the Board of Directors of the Issuer giving effect to such designation and an Officer's Certificate certifying that such designation complies with the preceding conditions.

Reports

Whether or not required by the SEC, so long as any Unsecured Notes are outstanding, if not filed electronically with the SEC through the SEC's Electronic Data Gathering, Analysis, and Retrieval System (or

any successor system), from and after the Issue Date, the Issuer will furnish to the Trustee, within 15 days after the time periods specified below:

(1) within 90 days after the end of each fiscal year, all information that would be required to be contained in an annual report on Form 10-K, or any successor or comparable form, filed with the SEC, including a "Management's discussion and analysis of financial condition and results of operations" and a report on the annual financial statements by the Issuer's independent registered public accounting firm;

(2) within 45 days after the end of each of the first three fiscal quarters of each fiscal year, all information that would be required to be contained in a quarterly report on Form 10-Q, or any successor or comparable form, file with the SEC; and

(3) within the time periods specified for filing current reports on Form 8-K, all current reports required to be filed with the SEC on Form 8-K (whether or not the Issuer is then required to file such reports); *provided* that no such current report will be required to be furnished if the Issuer determines in its good faith judgment that such event is not material to Holders or the business, assets, operations, financial position or prospects of the Issuer and its Restricted Subsidiaries, taken as a whole;

in each case, in a manner that complies in all material respects with the requirements specified in such form. Notwithstanding the foregoing, the Issuer will not be so obligated to file such reports with the SEC if the SEC does not permit such filing, so long as the Issuer makes available such information to prospective purchasers of the Unsecured Notes, in addition to providing such information to the Trustee and the Holders of the Unsecured Notes, in each case, at the Issuer's expense and by the applicable date the Issuer would be required to file such information pursuant to the immediately preceding sentence. At any time that any of the Issuer's Subsidiaries are Unrestricted Subsidiaries, then the quarterly and annual financial information required by this covenant shall include a reasonably detailed presentation, either on the face of the financial statements or in the footnotes thereto, and in "Management's Discussion and Analysis of Financial Condition and Results of Operations," of the financial condition and results of operations of the Issuer and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of the Issuer; *provided, however,* that such reasonably detailed presentation shall not be required if the Total Assets of all Unrestricted Subsidiaries are less than 5.0% of the Issuer's Total Assets. To the extent any such information is not so filed or furnished, as applicable, within the time periods specified above and such information is subsequently filed or furnished, as applicable, the Issuer will be deemed to have satisfied its obligations with respect thereto at such time and any Default or Event of Default with respect thereto shall be deemed to have been cured at such time; *provided* that such cure shall not otherwise affect the rights of the Holders under "—Events of Default" if Holders of at least 30% in principal amount of the then total outstanding Unsecured Notes have declared the principal, interest and any other monetary obligations on all the then outstanding Unsecured Notes to be due and payable immediately and such declaration shall not have been rescinded or cancelled prior to such cure. In addition, to the extent not satisfied by the foregoing, the Issuer will agree that, for so long as any Unsecured Notes are outstanding, it will furnish to Holders and to securities analysts and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Substantially concurrently with the furnishing or making such information available to the Trustee pursuant to the immediately preceding paragraph, the Issuer shall also post copies of such information required by the immediately preceding paragraph on its website.

Notwithstanding any other provision of the Unsecured Notes Indenture, the sole remedy for an Event of Default relating to the failure to comply with the reporting obligations described under this covenant will, for the 270 days after the occurrence of such an Event of Default, consist exclusively of the right to receive additional interest on the principal amount of the Unsecured Notes at a rate equal to 0.50% per annum. This additional interest will be payable in the same manner and subject to the same terms as other interest payable under the Unsecured Notes Indenture. This additional interest will accrue on all outstanding Unsecured Notes from and including the date on which an Event of Default relating to a failure to comply with the reporting obligations described above under this covenant first occurs to, but excluding, the 270th day thereafter (or such earlier date

on which the Event of Default relating to such reporting obligations is cured or waived). If the Event of Default resulting from such failure to comply with the reporting obligations is continuing on such 270th day, such additional interest will cease to accrue and the Unsecured Notes will be subject to the other remedies provided under the heading "—Events of Default."

The Issuer will also hold quarterly conference calls for the Holders of the Unsecured Notes to discuss financial information for the previous quarter (it being understood that such quarterly conference call may be the same conference call as with Holdings' equity investors and analysts). The conference call will be following the last day of each fiscal quarter of the Issuer and not later than 10 Business Days from the time that the Issuer distributes the financial information as set forth in the third preceding paragraph. No fewer than two days prior to the conference call, the Issuer or Holdings will issue a press release announcing the time and date of such conference call and providing instructions for Holders, securities analysts and prospective investors to obtain access to such call.

Notwithstanding anything to the contrary set forth above, at any time that a Parent Entity holds no material assets other than cash, Cash Equivalents and the Capital Stock of the Issuer or any other Parent Entity (and performs the related incidental activities associated with such ownership) and complies with the requirements of Rule 3-10 of Regulation S-X promulgated by the SEC (or any successor provision), the reports, information and other documents required to be filed and furnished to holders of the Unsecured Notes pursuant to this covenant may, at the option of the Issuer, be filed by and be those of such Parent Entity rather than of the Issuer; *provided*, *however*, that the issuance by a Parent Entity of any Indebtedness or Capital Stock shall not be deemed to prevent the Issuer from exercising its option described in this paragraph to file and furnish reports, information and other documents of a Parent Entity to satisfy the requirements of this covenant.

Limitation on Guarantees

The Issuer will not permit any of its Wholly Owned Domestic Subsidiaries that are Restricted Subsidiaries (and non-Wholly Owned Domestic Subsidiaries if such non-Wholly Owned Domestic Subsidiaries guarantee other capital markets debt securities of the Issuer or any Restricted Subsidiary or guarantee all or a portion of the Credit Agreement), other than a Guarantor or a Receivables Subsidiary, to Guarantee the payment of any capital markets debt securities or Indebtedness under the Credit Agreement, in each case of the Issuer or any Guarantor unless:

(1) such Restricted Subsidiary within 30 days executes and delivers a supplemental indenture to the Unsecured Notes Indenture and, if applicable, joinder or supplement to the Unsecured Notes Registration Rights Agreement providing for a senior Guarantee by such Restricted Subsidiary, except that with respect to a guarantee of Indebtedness of the Issuer or any Guarantor, if such Indebtedness is by its express terms subordinated in right of payment to the Unsecured Notes or such Guarantor's Unsecured Note Guarantee, any such guarantee by such Restricted Subsidiary with respect to such Indebtedness shall be subordinated in right of payment to such Guarantee substantially to the same extent as such Indebtedness is subordinated to the Unsecured Notes or such Guarantor's Unsecured Note Guarantee; and

(2) such Restricted Subsidiary waives and will not in any manner whatsoever claim or take the benefit or advantage of, any rights of reimbursement, indemnity or subrogation or any other rights against the Issuer or any other Restricted Subsidiary as a result of any payment by such Restricted Subsidiary under its Guarantee until payment in full of Obligations under the Unsecured Notes Indenture; and

(3) such Restricted Subsidiary shall deliver to the Trustee an Opinion of Counsel stating that:

   (a) such Guarantee has been duly executed and authorized; and

   (b) such Guarantee constitutes a valid, binding and enforceable obligation of such Restricted Subsidiary, except insofar as enforcement thereof may be limited by bankruptcy, insolvency or similar laws (including all laws relating to fraudulent transfers) and except insofar as enforcement thereof is subject to general principals of equity;

provided that this covenant shall not be applicable in the event that the Guarantee of the Issuer's obligations under the Unsecured Notes or the Unsecured Notes Indenture by such Subsidiary would not be permitted under applicable law.

The Issuer may elect, in its sole discretion, to cause any Subsidiary that is not otherwise required to be a Guarantor to become a Guarantor, in which case, such Subsidiary shall only be required to comply with the requirements in clause (1) described above.

If any Guarantor becomes an Immaterial Subsidiary, the Issuer shall have the right, by execution and delivery of a supplemental indenture to the Trustee, to cause such Immaterial Subsidiary to cease to be a Guarantor, subject to the requirement described in the first paragraph above that such Subsidiary shall be required to become a Guarantor if it ceases to be an Immaterial Subsidiary (except that if such Subsidiary has been properly designated as an Unrestricted Subsidiary it shall not be so required to become a Guarantor or execute a supplemental indenture); *provided*, *however*, that such Immaterial Subsidiary shall not be permitted to Guarantee the Credit Agreement or other Indebtedness of the Issuer or any other Guarantor, unless it again becomes a Guarantor.

Merger and Consolidation

The Issuer

The Issuer will not consolidate with or merge with or into or convey, transfer or lease all or substantially all its assets, in one or more related transactions, to any Person, unless:

(1) the resulting, surviving or transferee Person (the "*Successor Company*") will be a Person organized and existing under the laws of the United States of America, any State of the United States or the District of Columbia and the Successor Company (if not the Issuer) will expressly assume, by supplemental indenture, executed and delivered to the Trustee, in form satisfactory to the Trustee, all the obligations of Issuer under the Unsecured Notes and the Unsecured Notes Indenture and if such Successor Company is not a corporation, a co-obligor of the Unsecured Notes is a corporation organized or existing under such laws;

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

(3) immediately after giving effect to such transaction, either (a) the applicable Successor Company would be able to Incur at least an additional $1.00 of Indebtedness pursuant to the first paragraph of the covenant described under "—Limitation on Indebtedness" or (b) the Fixed Charge Coverage Ratio would not be lower than it was immediately prior to giving effect to such transaction; and

(4) the Issuer shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indenture (if any) comply with the Unsecured Notes Indenture and an Opinion of Counsel stating that such supplemental indenture (if any) has been duly authorized, executed and delivered and is a legal, valid and binding agreement enforceable against the applicable Successor Company (in each case, in form satisfactory to the Trustee); *provided* that in giving an Opinion of Counsel, counsel may rely on an Officer's Certificate as to any matters of fact, including as to satisfaction of clauses (2) and (3) above.

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

The Successor Company will succeed to, and be substituted for, and may exercise every right and power of, the Issuer under the Unsecured Notes and the Unsecured Notes Indenture, but in the case of a lease of all or substantially all its assets, the predecessor company will not be released from its obligations under the Unsecured Notes or the Unsecured Notes Indenture.

Notwithstanding the preceding clauses (2), (3) and (4) (which do not apply to transactions referred to in this sentence), any Restricted Subsidiary of the Issuer may consolidate or otherwise combine with, merge into or transfer all or part of its properties and assets to the Issuer. Notwithstanding the preceding clauses (2) and (3) (which do not apply to the transactions referred to in this sentence), the Issuer may consolidate or otherwise combine with or merge into an Affiliate incorporated or organized for the purpose of changing the legal domicile of the Issuer, reincorporating the Issuer in another jurisdiction, or changing the legal form of the Issuer.

There is no precise established definition of the phrase "substantially all" under applicable law. Accordingly, in certain circumstances there may be a degree of uncertainty as to whether a particular transaction would involve "all or substantially all" of the property or assets of a Person.

Guarantors

No Guarantor may:

(1) consolidate with or merge with or into any Person, or

(2) sell, convey, transfer or dispose of, all or substantially all its assets, in one transaction or a series of related transactions, to any Person, or

(3) permit any Person to merge with or into the Guarantor,

unless:

(a) the other person is the Issuer or any Restricted Subsidiary that is a Guarantor or becomes a Guarantor concurrently with the transaction; or

(b) (1) either (x) a Guarantor is the continuing Person or (y) the resulting, surviving or transferee Person expressly assumes all of the obligations of the Guarantor under its Guarantee of the Unsecured Notes and the Unsecured Notes Indenture; and

(2) immediately after giving effect to the transaction, no Default has occurred and is continuing; or

(C) the transaction constitutes a sale or other disposition (including by way of consolidation or merger) of a Subsidiary Guarantor or the sale or disposition of all or substantially all the assets of a Subsidiary Guarantor (in each case other than to the Issuer or a Restricted Subsidiary) otherwise permitted by the Unsecured Notes Indenture.

There is no precise established definition of the phrase "substantially all" under applicable law. Accordingly, in certain circumstances there may be a degree of uncertainty as to whether a particular transaction would involve "all or substantially all" of the property or assets of a Person.

Events of Default

Each of the following is an Event of Default under the Unsecured Notes Indenture:

(1) default in any payment of interest or Additional Interest, if any, on any Unsecured Note when due and payable, continued for 30 days;

(2) default in the payment of the principal amount of or premium, if any, on any Unsecured Note issued under the Unsecured Notes Indenture when due at its Stated Maturity, optional redemption, mandatory redemption, upon required repurchase, upon declaration or otherwise;

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

(4) failure to comply for 60 days after written notice by the Trustee on behalf of the Holders or by the Holders of 30% in principal amount of the outstanding Unsecured Notes with any other agreement or obligation contained in the Unsecured Notes or the Unsecured Notes Indenture;

(5) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Issuer or any of its Restricted Subsidiaries (or the payment of which is Guaranteed by the Issuer any of its Restricted Subsidiaries) other than Indebtedness owed to the Issuer or a Restricted Subsidiary whether such Indebtedness or Guarantee now exists, or is created after the date hereof, which default:

(a) is caused by a failure to pay principal of such Indebtedness, at its stated final maturity (after giving effect to any applicable grace periods) provided in such Indebtedness ("*payment default*"); or

(b) results in the acceleration of such Indebtedness prior to its stated final maturity (the "*cross acceleration provision*");

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a payment default or the maturity of which has been so accelerated, aggregates $150.0 million or more;

(6) certain events of bankruptcy, insolvency or court protection in the United States or other applicable jurisdictions of Holdings, the Issuer or a Significant Subsidiary or group of Restricted Subsidiaries that together (as of the latest audited consolidated financial statements for the Issuer and its Restricted Subsidiaries), would constitute a Significant Subsidiary (the "*bankruptcy provisions*");

(7) failure by the Issuer or any Significant Subsidiary (or group of Restricted Subsidiaries that together (as of the latest audited consolidated financial statements for the Issuer and its Restricted Subsidiaries) would constitute a Significant Subsidiary) to pay final judgments aggregating in excess of $150.0 million (other than any judgments covered by indemnities provided by, or insurance policies issued by, reputable and creditworthy companies), which final judgments remain unpaid, undischarged and unstayed for a period of more than 60 days after such judgment becomes final, and in the event such judgment is covered by an indemnity or insurance as aforesaid, an enforcement proceeding has been commenced by any creditor upon such judgment or decree which is not promptly stayed (the "*judgment default provision*"); or

(8) any Guarantee of the Unsecured Notes ceases to be in full force and effect, other than in accordance with the terms of the Unsecured Notes Indenture, or a Guarantor denies or disaffirms its obligations under its Guarantee of the Unsecured Notes, other than in accordance with the terms thereof or upon release of such Unsecured Note Guarantee in accordance with the Unsecured Notes Indenture or, without limiting clause (6) above, in connection with the bankruptcy of a Subsidiary Guarantor, so long as the aggregate assets of such Subsidiary Guarantor and any other Subsidiary Guarantor whose Unsecured Note Guarantee ceased to be in full force and effect as a result of a bankruptcy are less than $150.0 million (the "*guarantee provision*").

However, a default under clause (4) of this paragraph will not constitute an Event of Default until the Trustee or the Holders of 30% in principal amount of the outstanding Unsecured Notes notify the Issuer of the default and the Issuer does not cure such default within the time specified in clause (4) of this paragraph after receipt of such notice.

If an Event of Default (other than an Event of Default described in clause (6) above with respect to Holdings or the Issuer) occurs and is continuing, the Trustee by written notice to the Issuer (or the Holders of at least 30% in principal amount of the outstanding Unsecured Notes by written notice to the Issuer and the Trustee), may declare the principal of, and accrued and unpaid interest, including Additional Interest, if any, on all the

Unsecured Notes to be due and payable. Upon such a declaration, such principal and accrued and unpaid interest, including Additional Interest, if any, will be due and payable immediately. In the event of a declaration of acceleration of the Unsecured Notes because an Event of Default described in clause (5) above has occurred and is continuing, the declaration of acceleration of the Unsecured Notes shall be automatically annulled if (1) the event of default or payment default triggering such Event of Default pursuant to clause (5) shall be remedied or cured, or waived by the holders of the Indebtedness, or the Indebtedness that gave rise to such Event of Default shall have been discharged in full, in each case, within 30 days after the declaration of acceleration with respect thereto, (2) the annulment of the acceleration of the Unsecured Notes would not conflict with any judgment or decree of a court of competent jurisdiction and (3) all existing Events of Default, except nonpayment of principal or interest, including Additional Interest, if any, on the Unsecured Notes that became due solely because of the acceleration of the Unsecured Notes, have been cured or waived.

If an Event of Default described in clause (6) above with respect to Holdings or the Issuer occurs and is continuing, the principal of, and accrued and unpaid interest, including Additional Interest, if any, on all the Unsecured Notes will become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holders.

The Holders of a majority in principal amount of the outstanding Unsecured Notes under the Unsecured Notes Indenture may waive all past or existing Defaults or Events of Default (except with respect to nonpayment of principal, premium or interest, or Additional Interest, if any) and rescind any such acceleration with respect to such Unsecured Notes and its consequences if rescission would not conflict with any judgment or decree of a court of competent jurisdiction.

The Unsecured Notes Indenture will provide that (i) if a Default for a failure to report or failure to deliver a required certificate in connection with another default (the "*Initial Default*") occurs, then at the time such Initial Default is cured, such Default for a failure to report or failure to deliver a required certificate in connection with another default that resulted solely because of that Initial Default will also be cured without any further action and (ii) any Default or Event of Default for the failure to comply with the time periods prescribed in the covenant described under "—Certain Covenants—Reports" or otherwise to deliver any notice or certificate pursuant to any other provision of this Unsecured Notes Indenture will be deemed to be cured upon the delivery of any such report required by such covenant or such notice or certificate, as applicable, even though such delivery is not within the prescribed period specified in the Unsecured Notes Indenture.

If an Event of Default occurs and is continuing, the Trustee will be under no obligation to exercise any of the rights or powers under the Unsecured Notes Indenture at the request or direction of any of the Holders unless such Holders have offered to the Trustee indemnity or security satisfactory to the Trustee against any loss, liability or expense. Except to enforce the right to receive payment of principal or interest when due, no Holder may pursue any remedy with respect to the Unsecured Notes Indenture or the Unsecured Notes unless:

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

(2) Holders of at least 30% in principal amount of the outstanding Unsecured Notes have requested in writing the Trustee to pursue the remedy;

(3) such Holders have offered in writing the Trustee security or indemnity satisfactory to the Trustee against any loss, liability or expense;

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

(5) the Holders of a majority in principal amount of the outstanding Unsecured Notes have not given the Trustee a written direction that, in the opinion of the Trustee, is inconsistent with such request within such 60-day period.

Subject to certain restrictions, the Holders of a majority in principal amount of the outstanding Unsecured Notes are given the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. The Unsecured Notes Indenture will provide that, in the event an Event of Default has occurred and is continuing, the Trustee will be required in the exercise of its powers to use the degree of care that a prudent person would use in the conduct of its own affairs. The Trustee, however, may refuse to follow any direction that conflicts with law or the Unsecured Notes Indenture or that the Trustee determines is unduly prejudicial to the rights of any other Holder or that would involve the Trustee in personal liability. Prior to taking any action under the Unsecured Notes Indenture, the Trustee will be entitled to indemnification satisfactory to it against all losses and expenses that may be caused by taking or not taking such action.

The Unsecured Notes Indenture will provide that if a Default occurs and is continuing and the Trustee is informed of such occurrence by the Issuer, the Trustee must give notice of the Default to the Holders within 60 days after being notified by the Issuer. Except in the case of a Default in the payment of principal of, or premium, if any, or interest on any Unsecured Note, the Trustee may withhold notice if and so long as the Trustee in good faith determines that withholding notice is in the interests of the Holders. The Issuer is required to deliver to the Trustee, within 120 days after the end of each fiscal year, an Officer's Certificate indicating whether the signers thereof know of any Default that occurred during the previous year. The Issuer is required to deliver to the Trustee, within 30 days after the occurrence thereof, written notice of any events of which it is aware which would constitute certain Defaults, their status and what action the Issuer is taking or proposes to take in respect thereof.

The Unsecured Notes will provide for the Trustee to take action on behalf of the Holders in certain circumstances, but only if the Trustee is indemnified to its satisfaction. It may not be possible for the Trustee to take certain actions in relation to the Unsecured Notes and, accordingly, in such circumstances the Trustee will be unable to take action, notwithstanding the provision of an indemnity to it, and it will be for Holders to take action directly.

Amendments and Waivers

Subject to certain exceptions, the Note Documents may be amended, supplemented or otherwise modified with the consent of the Holders of a majority in principal amount of the Unsecured Notes then outstanding (including consents obtained in connection with a purchase of, or tender offer or exchange offer for, such Unsecured Notes) and, subject to certain exceptions, any default or compliance with any provisions thereof may be waived with the consent of the Holders of a majority in principal amount of the Unsecured Notes then outstanding (including consents obtained in connection with a purchase of, or tender offer or exchange offer for, such Unsecured Notes). However, an amendment or waiver may not, with respect to any such Unsecured Notes held by a non-consenting Holder:

(1) reduce the principal amount of such Unsecured Notes whose Holders must consent to an amendment;

(2) reduce the stated rate of or extend the stated time for payment of interest on any such Unsecured Note (other than provisions relating to Change of Control and Asset Dispositions);

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

(4) reduce the premium payable upon the redemption of any such Unsecured Note or change the time at which any such Unsecured Note may be redeemed, in each case as described above under "—Optional Redemption";

(5) make any such Unsecured Note payable in currency other than that stated in such Unsecured Note;

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

(7) waive a Default or Event of Default with respect to the nonpayment of principal, premium or interest (except pursuant to a rescission of acceleration of the Unsecured Notes by the Holders of at least a majority in aggregate principal amount of the Unsecured Notes and a waiver of the payment default that resulted from such acceleration);

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

(9) make any change in the amendment or waiver provisions which require the Holders' consent described in this sentence.

Notwithstanding the foregoing, without the consent of any Holder, the Issuer, the Trustee and the other parties thereto, as applicable, may amend or supplement any Note Documents and the Issuer may direct the Trustee, and the Trustee will, enter into an amendment to any Note Document, to:

(1) cure any ambiguity, omission, mistake, defect, error or inconsistency, conform any provision to this "Description of the Unsecured Notes," or reduce the minimum denomination of the Unsecured Notes;

(2) provide for the assumption by a successor Person of the obligations of the Issuer under any Note Document;

(3) provide for uncertificated Unsecured Notes in addition to or in place of certificated Unsecured Notes;

(4) add to the covenants or provide for a Unsecured Note Guarantee for the benefit of the Holders or surrender any right or power conferred upon the Issuer or any Restricted Subsidiary;

(5) make any change that does not adversely affect the rights of any Holder in any material respect;

(6) comply with any requirement of the SEC in connection with the qualification of the Unsecured Notes Indenture under the TIA, if such qualification is required;

(7) make such provisions as necessary (as determined in good faith by the Issuer) for the issuance of Unsecured Exchange Notes and Additional Unsecured Notes otherwise permitted to be issued under the Unsecured Notes Indenture;

(8) provide for any Restricted Subsidiary to provide an Unsecured Note Guarantee in accordance with the covenant described under "—Certain Covenants—Limitation on Indebtedness," to add Guarantees with respect to the Unsecured Notes, to add security to or for the benefit of the Unsecured Notes, or to confirm and evidence the release, termination, discharge or retaking of any Guarantee or Lien with respect to or securing the Unsecured Notes when such release, termination, discharge or retaking is provided for under the Unsecured Notes Indenture;

(9) evidence and provide for the acceptance and appointment under the Unsecured Notes Indenture of a successor Trustee pursuant to the applicable requirements thereof or to provide for the accession by the Trustee to any Note Document; or

(10) make any amendment to the provisions of the Unsecured Notes Indenture relating to the transfer and legending of Unsecured Notes as permitted by the Unsecured Notes Indenture, including to facilitate the issuance and administration of Unsecured Notes and the Unsecured Exchange Notes; *provided*, *however*, that (i) compliance with the Unsecured Notes Indenture as so amended would not result in Unsecured Notes being transferred in violation of the Securities Act or any applicable securities law and (ii) such amendment does not adversely affect the rights of Holders to transfer Unsecured Notes in any material respect.

The consent of the Holders is not necessary under the Unsecured Notes Indenture to approve the particular form of any proposed amendment of any Note Document. It is sufficient if such consent approves the substance of the proposed amendment. A consent to any amendment or waiver under the Unsecured Notes Indenture by any Holder of Unsecured Notes given in connection with a tender of such Holder's Unsecured Notes will not be rendered invalid by such tender.

Neither the Issuer nor any Affiliate of the Issuer may, directly or indirectly, pay or cause to be paid any consideration, whether by way of interest, fee or otherwise, to any Holder for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of the Unsecured Notes Indenture or the Unsecured Notes unless such consideration is offered to all Holders and is paid to all Holders that so consent, waive or agree to amend in the time frame set forth in solicitation documents relating to such consent, waiver or agreement.

Defeasance

The Issuer at any time may terminate all obligations of the Issuer under the Unsecured Notes and the Unsecured Notes Indenture ("*legal defeasance*") and cure all then existing Defaults and Events of Default, except for certain obligations, including those respecting the defeasance trust, the rights, powers, trusts, duties, immunities and indemnities of the Trustee and the obligations of the Issuer in connection therewith and obligations concerning issuing temporary Unsecured Notes, registrations of Unsecured Notes, mutilated, destroyed, lost or stolen Unsecured Notes and the maintenance of an office or agency for payment and money for security payments held in trust.

The Issuer at any time may terminate the obligations of the Issuer and the Restricted Subsidiaries under the covenants described under "—Certain Covenants" (other than clauses (1) and (2) of "—Merger and Consolidation") and "—Change of Control" and the default provisions relating to such covenants described under "—Events of Default" above, the operation of the cross-default upon a payment default, the cross acceleration provisions, the bankruptcy provisions with respect to Significant Subsidiaries, the judgment default provision and the guarantee provision described under "—Events of Default" above ("*covenant defeasance*").

The Issuer at its option at any time may exercise its legal defeasance option notwithstanding its prior exercise of its covenant defeasance option. If the Issuer exercises its legal defeasance option, payment of the Unsecured Notes may not be accelerated because of an Event of Default with respect to the Unsecured Notes. If the Issuer exercises its covenant defeasance option with respect to the Unsecured Notes, payment of the Unsecured Notes may not be accelerated because of an Event of Default specified in clause (4), (5), (6) (with respect only to Significant Subsidiaries) or (7) under "—Events of Default" above or because of the failure of the Issuer to comply with clause (3) of the first paragraph under "—Certain Covenants—Merger and Consolidation" above.

In order to exercise either defeasance option, the Issuer must irrevocably deposit in trust (the "*defeasance trust*") with the Trustee cash in dollars or U.S. Government Obligations or a combination thereof for the payment of principal, premium, if any, and interest on the Unsecured Notes to redemption or maturity, as the case may be, and must comply with certain other conditions, including delivery to the Trustee of:

(1) an Opinion of Counsel in the United States stating that Holders of the Unsecured Notes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such deposit and defeasance and will be subject to U.S. federal income tax on the same amounts and in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred (and in the case of legal defeasance only, such Opinion of Counsel in the United States must be based on a ruling of the U.S. Internal Revenue Service or change in applicable U.S. federal income tax law since the issuance of the Unsecured Notes);

(2) an Opinion of Counsel stating that, as of the date of such opinion and subject to customary assumptions and exclusions, following the deposit, the trust funds will not be subject to the effect of Section 546 or 547 of Title 11 of the United States Code, as amended;

(3) an Officer's Certificate stating that the deposit was not made by the Issuer with the intent of defeating, hindering, delaying, defrauding or preferring any creditors of the Issuer; and

(4) an Officer's Certificate and an Opinion of Counsel (which opinion of counsel may be subject to customary assumptions and exclusions), each stating that all conditions precedent provided for or relating to legal defeasance or covenant defeasance, as the case may be, have been complied with.

Satisfaction and Discharge

The Unsecured Notes Indenture will be discharged and cease to be of further effect (except as to surviving rights of transfer or exchange of the Unsecured Notes, as expressly provided for in the Unsecured Notes Indenture) as to all outstanding Unsecured Notes when (1) either (a) all the Unsecured Notes previously authenticated and delivered (other than certain lost, stolen or destroyed Unsecured Notes and certain Unsecured Notes for which provision for payment was previously made and thereafter the funds have been released to the Holders) have been delivered to the Trustee for cancellation; or (b) all Unsecured Notes not previously delivered to the Trustee for cancellation (i) have become due and payable, (ii) will become due and payable at their Stated Maturity within one year or (iii) are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of an unconditional notice of redemption by the Trustee in the name, and at the expense, of the Issuer; (2) the Issuer has deposited or caused to be deposited with the Trustee, money in dollars or U.S. Government Obligations, or a combination thereof, as applicable, in an amount sufficient to pay and discharge the entire indebtedness on the Unsecured Notes not previously delivered to the Trustee for cancellation, for principal, premium, if any, and interest to the date of deposit (in the case of Unsecured Notes that have become due and payable), or to the Stated Maturity or redemption date, as the case may be; (3) the Issuer has paid or caused to be paid all other sums payable under the Unsecured Notes Indenture; and (4) the Issuer has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel each stating that all conditions precedent under the "—Satisfaction and Discharge" section of the Unsecured Notes Indenture relating to the satisfaction and discharge of the Unsecured Notes Indenture have been complied with; *provided* that any such counsel may rely on any Officer's Certificate as to matters of fact (including as to compliance with the foregoing clauses (1), (2) and (3)).

No Personal Liability of Directors, Officers, Employees and Shareholders

No director, officer, employee, incorporator or shareholder of the Issuer or any of its Subsidiaries or Affiliates, as such, shall have any liability for any obligations of the Issuer under the Note Documents or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Unsecured Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Unsecured Notes. Such waiver may not be effective to waive liabilities under the U.S. federal securities laws and it is the view of the SEC that such a waiver is against public policy.

Concerning the Trustee

Regions Bank, an Alabama banking corporation, is to be appointed as Trustee under the Unsecured Notes Indenture. The Unsecured Notes Indenture provides that, except during the continuance of an Event of Default, the Trustee will perform only such duties as are set forth specifically in such Unsecured Notes Indenture. During the existence of an Event of Default, the Trustee will exercise such of the rights and powers vested in it under the Unsecured Notes Indenture and use the same degree of care that a prudent Person would use in conducting its own affairs. The permissive rights of the Trustee to take or refrain from taking any action enumerated in the Unsecured Notes Indenture will not be construed as an obligation or duty.

The Unsecured Notes Indenture imposes certain limitations on the rights of the Trustee, should it become a creditor of the Issuer, to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The Trustee will be permitted to engage in other transactions with the Issuer and its Affiliates and Subsidiaries.

The Unsecured Notes Indenture sets out the terms under which the Trustee may retire or be removed, and replaced. Such terms will include, among others, (1) that the Trustee may be removed at any time by the Holders of a majority in principal amount of then outstanding Unsecured Notes, or may resign at any time by giving written notice to the Issuer and (2) that if the Trustee at any time (a) has or acquires a conflict of interest that is not eliminated, (b) fails to meet certain minimum limits regarding the aggregate of its capital and surplus or

(c) becomes incapable of acting as Trustee or becomes insolvent or bankrupt, then the Issuer may remove the Trustee, or any Holder who has been a bona fide Holder for not less than 6 months may petition any court for removal of the Trustee and appointment of a successor Trustee.

Any removal or resignation of the Trustee shall not become effective until the acceptance of appointment by the successor Trustee.

The Unsecured Notes Indenture contains provisions for the indemnification of the Trustee for any loss, liability, taxes, fees and expenses incurred without gross negligence or willful misconduct on its part, arising out of or in connection with the acceptance or administration of the Unsecured Notes Indenture.

Notices

All notices to Holders of Unsecured Notes will be validly given if electronically delivered or mailed to them at their respective addresses in the register of the Holders of the Notes, if any, maintained by the registrar. For so long as any Unsecured Notes are represented by global notes, all notices to Holders of the Unsecured Notes will be delivered to DTC in accordance with the applicable procedures of DTC, delivery of which shall be deemed to satisfy the requirements of this paragraph, which will give such notices to the Holders of book-entry Interests.

Each such notice shall be deemed to have been given on the date of such publication or, if published more than once on different dates, on the first date on which publication is made; *provided* that, if notices are mailed, such notice shall be deemed to have been given on the later of such publication and the seventh day after being so mailed. Any notice or communication mailed to a Holder shall be mailed to such Person by first-class mail or other equivalent means and shall be sufficiently given to him if so mailed within the time prescribed. Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

Governing Law

The Unsecured Notes Indenture and the Unsecured Notes, including any Unsecured Note Guarantees, and the rights and duties of the parties thereunder shall be governed by and construed in accordance with the laws of the State of New York.

Certain Definitions

"*Acquired Indebtedness*" means Indebtedness (1) of a Person or any of its Subsidiaries existing at the time such Person becomes a Restricted Subsidiary, or (2) assumed in connection with the acquisition of assets from such Person, in each case whether or not Incurred by such Person in connection with such Person becoming a Restricted Subsidiary of the Issuer or such acquisition or (3) of a Person at the time such Person merges with or into or consolidates, amalgamates or otherwise combines with the Issuer or any Restricted Subsidiary. Acquired Indebtedness shall be deemed to have been Incurred, with respect to clause (1) of the preceding sentence, on the date such Person becomes a Restricted Subsidiary and, with respect to clause (2) of the preceding sentence, on the date of consummation of such acquisition of assets and, with respect to clause (3) of the preceding sentence, on the date of the relevant merger, consolidation or other combination.

"*Acquisition*" means the transactions contemplated by the Merger Agreement.

"*Additional Assets*" means:

(1) any property or assets (other than Capital Stock) used or to be used by the Issuer, a Restricted Subsidiary or otherwise useful in a Similar Business (it being understood that capital expenditures on property or assets already used in a Similar Business or to replace any property or assets that are the subject of such Asset Disposition shall be deemed an investment in Additional Assets);

(2) the Capital Stock of a Person that is engaged in a Similar Business and becomes a Restricted Subsidiary as a result of the acquisition of such Capital Stock by the Issuer or a Restricted Subsidiary of the Issuer; or

(3) Capital Stock constituting a minority interest in any Person that at such time is a Restricted Subsidiary of the Issuer.

"*Additional Interest*" means all additional interest then owing pursuant to the Unsecured Notes Registration Rights Agreement.

"*Affiliate*" of any specified Person means any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"*Alternative Currency*" means each of Euro, British Pounds Sterling, Australian Dollars, Brazilian Real, Canadian Dollars, Chinese Yuan, Danish Kroner, Egyptian Pound, Hong Kong Dollars, Indian Rupee, Indonesian Rupiah, Japanese Yen, Korean Won, Mexican Pesos, New Zealand Dollars, Russian Ruble, Singapore Dollars, Swedish Kroner, Swiss Francs and each other currency (other than United States Dollars) that is a lawful currency (other than United States Dollars) that is readily available and freely transferable and convertible into United States Dollars.

"*Applicable Premium*" means the greater of (A) 1.0% of the principal amount of such Unsecured Note and (B) on any redemption date, the excess (to the extent positive) of:

(a) the present value at such redemption date of (i) the redemption price of such Unsecured Note at February 1, 2018 (such redemption price (expressed in percentage of principal amount) being set forth in the table under "—Optional Redemption" (excluding accrued but unpaid interest to the date of redemption)), plus (ii) all required interest payments due on such Unsecured Note to and including such date set forth in clause (i) (excluding accrued but unpaid interest to the date of redemption), computed on the redemption date using a discount rate equal to the Applicable Treasury Rate at such redemption date plus 50 basis points; over

(b) the outstanding principal amount of such Unsecured Note;

in each case, as calculated by the Issuer or on behalf of the Issuer by such Person as the Issuer shall designate.

"*Applicable Treasury Rate*" means the yield to maturity at the time of computation of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) which has become publicly available at least two Business Days (but not more than five Business Days) prior to the redemption date (or, if such statistical release is not so published or available, any publicly available source of similar market data selected by the Issuer in good faith)) most nearly equal to the period from the redemption date to February 1, 2018; *provided, however*, that if the period from the redemption date to February 1, 2018 is not equal to the constant maturity of a United States Treasury security for which a weekly average yield is given, the Applicable Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if the period from the redemption date to such applicable date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

"*Asset Disposition*" means:

(a) the sale, conveyance, transfer or other disposition, whether in a single transaction or a series of related transactions, of property or assets (including by way of a Sale and Leaseback Transaction) of the Issuer or any of its Restricted Subsidiaries (in each case other than Capital Stock of the Issuer) (each referred to in this definition as a "*disposition*"); or

(b) the issuance or sale of Capital Stock of any Restricted Subsidiary (other than Preferred Stock or Disqualified Stock of Restricted Subsidiaries issued in compliance with the covenant described under "—Certain Covenants—Limitation on Indebtedness" or directors' qualifying shares and shares issued to foreign nationals as required under applicable law), whether in a single transaction or a series of related transactions;

in each case, other than:

(1) a disposition by a Restricted Subsidiary to the Issuer or by the Issuer or a Restricted Subsidiary to a Restricted Subsidiary;

(2) a disposition of cash, Cash Equivalents or Investment Grade Securities;

(3) a disposition of inventory or other assets in the ordinary course of business or consistent with past practice (including allowing any registrations or any applications for registrations of any intellectual property rights to lapse or go abandoned in the ordinary course of business or consistent with past practice);

(4) a disposition of obsolete, worn out, uneconomic, damaged or surplus property, equipment or other assets or property, equipment or other assets that are no longer economically practical, commercially desirable to maintain, used or useful in the conduct of the business of the Issuer and its Restricted Subsidiaries, whether now or hereafter owned or leased or acquired in connection with an acquisition;

(5) transactions permitted under "—Certain Covenants—Merger and Consolidation—The Issuer" or a transaction that constitutes a Change of Control;

(6) an issuance of Capital Stock by a Restricted Subsidiary to the Issuer or to another Restricted Subsidiary or as part of or pursuant to an equity incentive or compensation plan approved by the Board of Directors of Holdings;

(7) any dispositions of Capital Stock, properties or assets in a single transaction or series of related transactions with a fair market value (as determined in good faith by the Issuer) of less than $100.0 million;

(8) any Restricted Payment that is permitted to be made, and is made, under the covenant described above under "—Certain Covenants—Limitation on Restricted Payments" and the making of any Permitted Payment or Permitted Investment or, solely for purposes of clause (3) of the first paragraph under "—Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock," asset sales, the proceeds of which are used to make such Restricted Payments or Permitted Investments;

(9) dispositions consisting of Permitted Liens;

(10) dispositions of receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business or consistent with past practice or in bankruptcy or similar proceedings and exclusive of factoring or similar arrangements;

(11) conveyances, sales, transfers, licenses or sublicenses or other dispositions of intellectual property, software or other general intangibles and licenses, sub-licenses, leases or subleases of other property, in each case, in the ordinary course of business or consistent with past practice or pursuant to a research or development agreement in which the counterparty to such agreement receives a license to use the intellectual property or software that result from such agreement;

(12) foreclosure, condemnation or any similar action with respect to any property or other assets;

(13) the sale or discount (with or without recourse, and on customary or commercially reasonable terms and for credit management purposes) of accounts receivable or notes receivable arising in the ordinary course of business or consistent with past practice, or the conversion or exchange of accounts receivable for notes receivable;

(14) any disposition of Capital Stock, Indebtedness or other securities of an Unrestricted Subsidiary;

(15) any disposition of Capital Stock of a Restricted Subsidiary pursuant to an agreement or other obligation with or to a Person (other than the Issuer or a Restricted Subsidiary) from whom such Restricted Subsidiary was acquired, or from whom such Restricted Subsidiary acquired its business and assets (having been newly formed in connection with such acquisition), made as part of such acquisition and in each case comprising all or a portion of the consideration in respect of such sale or acquisition;

(16) (i) dispositions of property to the extent that such property is exchanged for credit against the purchase price of similar replacement property that is promptly purchased, (ii) dispositions of property to the extent that the proceeds of such disposition are promptly applied to the purchase price of such replacement property (which replacement property is actually promptly purchased) and (iii) to the extent allowable under Section 1031 of the Code, any exchange of like property (excluding any boot thereon) for use in a Similar Business;

(17) any sale, disposition or creation of a Lien pursuant to a Qualified Receivables Transaction, or the disposition of an account receivable in connection with the collection or compromise thereof in the ordinary course of business or consistent with past practice;

(18) any financing transaction with respect to property constructed, acquired, replaced, repaired or improved (including any reconstruction, refurbishment, renovation and/or development of real property) by the Issuer or any Restricted Subsidiary after the Issue Date, including Sale and Leaseback Transactions and asset securitizations, permitted by the Unsecured Notes Indenture;

(19) dispositions of Investments in joint ventures or similar entities to the extent required by, or made pursuant to customary buy/sell arrangements between, the parties to such joint venture set forth in joint venture arrangements and similar binding arrangements;

(20) the unwinding of any Hedging Obligations pursuant to its terms;

(21) the surrender or waiver of any contractual rights and the settlement release, surrender or waiver of any contractual or other claims in each case in the ordinary course of business or consistent with past practice;

(22) any swap of assets in exchange for services or other assets in the ordinary course of business or consistent with past practice of comparable or greater value or usefulness to the business of the Issuer as determined in good faith by the Issuer;

(23) a Hospital Swap and Permitted Hospital Dispositions;

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

(25) the contribution or other transfer of property (including Capital Stock) to any Spinout Subsidiary in a Spinout Transaction.

"*Associate* " means (i) any Person engaged in a Similar Business of which the Issuer or its Restricted Subsidiaries are the legal and beneficial owners of between 20% and 50% of all outstanding Voting Stock and (ii) any joint venture entered into by the Issuer or any Restricted Subsidiary of the Issuer.

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

"*Board of Directors*" means (1) with respect to the Issuer or any corporation, the board of directors or managers, as applicable, of the corporation, or any duly authorized committee thereof; (2) with respect to any partnership, the board of directors or other governing body of the general partner of the partnership or any duly authorized committee thereof; and (3) with respect to any other Person, the board or any duly authorized committee of such Person serving a similar function. Whenever any provision requires any action or determination to be made by, or any approval of, a Board of Directors, such action, determination or approval shall be deemed to have been taken or made if approved by a majority of the directors on any such Board of Directors (whether or not such action or approval is taken as part of a formal board meeting or as a formal board approval).

"*Business Day*" means each day that is not a Saturday, Sunday or other day on which banking institutions in New York, New York, United States or the jurisdiction of the place of payment are authorized or required by law to close.

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

"*Capitalized Lease Obligations*" means an obligation that is required to be classified and accounted for as a capitalized lease for financial reporting purposes on the basis of GAAP. The amount of Indebtedness represented by such obligation will be the capitalized amount of such obligation at the time any determination thereof is to be made as determined on the basis of GAAP, and the Stated Maturity thereof will be the date of the last payment of rent or any other amount due under such lease prior to the first date such lease may be terminated without penalty. For purposes of the covenant described under "*—Certain Covenants—Limitation on Liens*," a Capitalized Lease Obligation will be deemed to be secured by a Lien on the property being leased.

"*Cash Equivalents*" means:

(1) (a) United States Dollars, Euro, or any national currency of any member state of the European Union or Canada; or (b) any other foreign currency held by the Issuer and the Restricted Subsidiaries in the ordinary course of business or consistent with past practice;

(2) securities issued or directly and fully Guaranteed or insured by the United States or Canadian governments, a member state of the European Union or, in each case, or any agency or instrumentality of the foregoing (*provided* that the full faith and credit obligation of such country or such member state is pledged in support thereof), having maturities of not more than two years from the date of acquisition;

(3) certificates of deposit, time deposits, eurodollar time deposits, overnight bank deposits or bankers' acceptances having maturities of not more than one year from the date of acquisition thereof issued by any lender or by any bank or trust company (a) whose commercial paper is rated at least "A-2" or the equivalent thereof by S&P or at least "P-2" or the equivalent thereof by Moody's (or if at the time neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization) or (b) (in the event that the bank or trust company does not have commercial paper which is rated) having combined capital and surplus in excess of $100.0 million;

(4) repurchase obligations for underlying securities of the types described in clauses (2), (3) and (7) entered into with any bank meeting the qualifications specified in clause (3) above;

(5) commercial paper rated at least (i) "A-1" or higher by S&P or "P-1" or higher by Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Issuer) maturing within two years after the date of creation thereof or (ii) "A-2" or higher by S&P or "P-2" or higher by Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized

Statistical Rating Organization selected by the Issuer) maturing within one year after the date of creation thereof, or, in each case, if no rating is available in respect of the commercial paper, the issuer of which has an equivalent rating in respect of its long-term debt;

(6) marketable short-term money market and similar securities having a rating of at least "P-2" or "A-2" from either S&P or Moody's, respectively (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Issuer) and in each case maturing within 24 months after the date of creation or acquisition thereof;

(7) readily marketable direct obligations issued by any state, commonwealth or territory of the United States of America or any political subdivision, taxing authority or public instrumentality thereof, in each case, having one of the two highest ratings categories by S&P or Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Issuer) with maturities of not more than two years from the date of acquisition;

(8) readily marketable direct obligations issued by any foreign government or any political subdivision, taxing authority or public instrumentality thereof, in each case, having one of the two highest ratings categories obtainable by S&P or Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Issuer) with maturities of not more than two years from the date of acquisition;

(9) Investments with average maturities of 12 months or less from the date of acquisition in money market funds rated within the three highest ratings categories by S&P or Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Issuer);

(10) with respect to any Foreign Subsidiary: (i) obligations of the national government of the country in which such Foreign Subsidiary maintains its chief executive office and principal place of business provided such country is a member of the Organization for Economic Cooperation and Development, in each case maturing within one year after the date of investment therein, (ii) certificates of deposit of, bankers acceptance of, or time deposits with, any commercial bank which is organized and existing under the laws of the country in which such Foreign Subsidiary maintains its chief executive office and principal place of business provided such country is a member of the Organization for Economic Cooperation and Development, and whose short-term commercial paper rating from S&P is at least "A-1" or the equivalent thereof or from Moody's is at least "P-1" or the equivalent thereof (any such bank being an "*Approved Foreign Bank*"), and in each case with maturities of not more than 270 days from the date of acquisition and (iii) the equivalent of demand deposit accounts which are maintained with an Approved Foreign Bank;

(11) Indebtedness or Preferred Stock issued by Persons with a rating of (i) "A" or higher from S&P or "A-2" or higher from Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Issuer) with maturities of 24 months or less from the date of acquisition, or (ii) "A-" or higher from S&P or "A-3" or higher from Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Issuer) with maturities of 12 months or less from the date of acquisition;

(12) bills of exchange issued in the United States, Canada, a member state of the European Union or Japan eligible for rediscount at the relevant central bank and accepted by a bank (or any dematerialized equivalent);

(13) Cash Equivalents or instruments similar to those referred to in clauses (1) through (12) above denominated in Dollars or any Alternative Currency;

(14) interests in any investment company, money market, enhanced high yield fund or other investment fund which invests 90% or more of its assets in instruments of the types specified in clauses (1) through (13) above; and

(15) for purposes of clause (2) of the definition of "Asset Disposition," any marketable securities portfolio owned by the Issuer and its Subsidiaries on the Issue Date.

Notwithstanding the foregoing, Cash Equivalents shall include amounts denominated in currencies other than those set forth in clause (1) above, *provided* that such amounts are converted into any currency listed in clause (1) as promptly as practicable and in any event within 10 Business Days following the receipt of such amounts.

"*Cash Management Services*" means any one or more of the following types of services or facilities: (a) automated clearing house transfers and transactions, (b) cash management services, including controlled disbursement services, treasury, depository, overdraft, credit or debit card, stored value card, electronic funds transfer services, (c) foreign exchange facilities, deposit and other accounts and merchant services and (d) services and facilities substantially similar to the foregoing.

"*Change of Control*" means:

(1) the Issuer becomes aware of (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) any "person" or "group" of related persons (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act as in effect on the Issue Date) becoming the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act as in effect on the Issue Date), directly or indirectly, of more than 50% of the total voting power of the Voting Stock of the Issuer or Holdings (other than a transaction following which holders of securities that represented 100% of the Voting Stock of Holdings or the Issuer, as applicable, immediately prior to such transaction (or other securities into which such securities are converted as part of such transaction) own, directly or indirectly, at a least a majority of the voting power of the Voting Stock of the surviving Person in such transaction immediately after such transaction); or

(2) the sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of the Issuer and its Restricted Subsidiaries taken as a whole to a Person, other than a Restricted Subsidiary.

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

"*Consolidated Depreciation and Amortization Expense*" means, with respect to any Person for any period, the total amount of depreciation and amortization expense, including amortization or write-off of (i) intangibles and non-cash organization costs, (ii) deferred financing fees or debt issuance costs and (iii) the amortization of original issue discount resulting from the issuance of Indebtedness at less than par, of such Person and its Restricted Subsidiaries for such period on a consolidated basis and otherwise determined in accordance with GAAP (but excluding amortization of prepaid cash expenses that were paid in a prior period); and any non-cash write-down of assets or asset value carried on the balance sheet (other than in respect of current assets).

"*Consolidated EBITDA*" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period:

(1) increased (without duplication) by:

(a) provision for taxes based on income or profits or capital, including, without limitation, federal, state, provincial, local, foreign, unitary, excise, property, franchise and similar taxes and foreign withholding and similar taxes (including any penalties and interest) of such Person paid or accrued during such period, including any penalties and interest relating to any tax examinations, to the extent the same were deducted (and not added back) in computing such Consolidated Net Income; *plus*

(b) Fixed Charges of such Person for such period (including (x) net losses on any Hedging Obligations or other derivative instruments entered into for the purpose of hedging interest rate risk, (y) bank fees and (z) costs of surety bonds in connection with financing activities, plus amounts excluded from the definition of "Consolidated Interest Expense" pursuant to clauses (u) through (z) in clause (1) thereof), to the extent the same were deducted (and not added back) in computing such Consolidated Net Income; *plus*

(c) Consolidated Depreciation and Amortization Expense of such Person for such period, to the extent the same were deducted (and not added back) in computing such Consolidated Net Income; *plus*

(d) (x) Transaction Expenses and (y) any fees, costs, expenses or charges (other than Consolidated Depreciation and Amortization Expense) related to any actual, proposed or contemplated issuance or registration (actual or proposed) of any Equity Offering, Permitted Investment, acquisition, disposition, recapitalization or the incurrence or registration (actual or proposed) of Indebtedness (including a refinancing thereof) (in each case, whether or not consummated or successful), including (i) such fees, expenses or charges related to the offering of the Unsecured Notes, the Credit Agreement, any other Credit Facilities and any fees related to a Qualified Receivables Transaction, and (ii) any amendment, waiver, consent or other modification of the Unsecured Notes, the Credit Agreement, any other Credit Facilities and any fees related to a Qualified Receivables Transaction, in each case, whether or not consummated or successful, to the extent the same were deducted (and not added back) in computing such Consolidated Net Income; *plus*

(e) the amount of any restructuring charge, reserve, integration cost, or other business optimization expense or cost (including charges directly related to implementation of cost-savings initiatives) to the extent the same were deducted (and not added back) in computing such Consolidated Net Income, including, without limitation, any one time costs Incurred in connection with acquisitions or divestitures after the Issue Date, those related to severance, retention, signing bonuses, relocation, recruiting and other employee related costs, future lease commitments and costs related to the opening and closure and/or consolidation of facilities and to exiting lines of business; *plus*

(f) any other non-cash charges, write-downs, expenses, losses or items reducing such Consolidated Net Income including any impairment charges or the impact of purchase accounting; provided that if any non-cash charge or other item referred to in this clause (f) represents and accrual or reserve for potential cash items in any future period, the cash payment in respect thereof in such future period shall be subtracted from Consolidated EBITDA in such future period to such extent paid; *plus*

(g) [reserved];

(h) the amount of "run-rate" cost savings, operating expense reductions, other operating improvements and initiatives and synergies projected by the Issuer in good faith to result from actions taken or to be taken prior to or during such period in connection with the Transactions or any other acquisition or disposition by such Person or any of its Restricted Subsidiaries (calculated on a pro forma basis as though such cost savings, operating expense reductions, other operating improvements and initiatives and synergies had been realized on the first day of such period), net of the amount of actual benefits realized prior to or during such period from such actions and net of the incremental expense incurred or to be incurred during such period in order to achieve such cost savings or other benefits referred to above; *provided* that (x) such cost savings are reasonably identifiable, reasonably attributable to the actions specified and reasonably anticipated to result from such actions and (y) such actions have been taken or are to be taken within twelve (12) months after the consummation of the acquisition or disposition which is expected to result in such cost savings or other benefits referred to above; *provided* that the aggregate amount added back pursuant to this clause (h) shall not for any four fiscal quarter period exceed an amount equal to 10% of Consolidated EBITDA for such four fiscal quarter period (and such determination shall be made after giving effect to any adjustment pursuant to this clause (h)); *plus*

(i) any costs or expense incurred by the Issuer or a Restricted Subsidiary pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement, to the extent that such cost or expenses are funded with cash proceeds contributed to the capital of the Issuer or Net Cash Proceeds of an issuance of Capital Stock (other than Disqualified Stock) of the Issuer solely to the extent that such Net Cash Proceeds are excluded from the calculation set forth in clause (c) of the first paragraph under "—Certain Covenants—Limitation on Restricted Payments", to the extent the same were deducted (and not added back) in computing such Consolidated Net Income; *plus*

(j) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not included in Consolidated EBITDA in any period to the extent non-cash gains relating to such income were deducted in the calculation of Consolidated EBITDA pursuant to clause (2) below for any previous period and not added back; *plus*

(k) any net loss included in the consolidated financial statements due to the application of Financial Accounting Standards No. 160 "Non-controlling Interests in Consolidated Financial Statements ("FAS 160") (Accounting Standard Codification Topic 810) to the deconsolidation of a Subsidiary, to the extent the same were deducted (and not added back) in computing such Consolidated Net Income*; plus*

(l) realized foreign exchange losses resulting from the impact of foreign currency changes on the valuation of assets or liabilities on the balance sheet of the Issuer and its Restricted Subsidiaries, to the extent the same were deducted (and not added back) in computing such Consolidated Net Income; *plus*

(m) upfront fees or charges arising from any Qualified Receivables Transaction for such period, and any other amounts for such period comparable to or in the nature of interest under any Qualified Receivables Transaction, and losses on dispositions or sale of assets in connection with any Qualified Receivables Transaction for such period, to the extent the same were deducted (and not added back) in computing such Consolidated Net Income;

(2) decreased (without duplication) by an amount which in the determination of such Consolidated Net Income has been included for: (a) non-cash items increasing such Consolidated Net Income (other than the accrual of revenue in the ordinary course of business), excluding (i) any non-cash gains to the extent they represent the reversal of an accrual or reserve for a potential cash item that reduced Consolidated EBITDA in any prior period and (ii) any non-cash gains in respect of which cash was actually received in a prior period so long as such cash did not increase Consolidated EBITDA in such prior period; *plus* (b) realized foreign exchange income or gains resulting from the impact of foreign currency changes on the valuation of assets or liabilities on the balance sheet of the Issuer and its Restricted Subsidiaries; *plus* (c) any net income included in the consolidated financial statements due to the application of FAS 160 (Accounting Standards Codification Topic 810) to the deconsolidation of a Subsidiary; and

(3) increased or decreased (without duplication) by, as applicable, any adjustments resulting from the application of Accounting Standards Codification Topic 460 or any comparable regulation.

"*Consolidated Interest Expense*" means, with respect to any Person for any period, without duplication, the sum of:

(1) consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued (including (a) amortization of original issue discount or premium resulting from the issuance of Indebtedness at less than par, (b) all commissions, discounts and other fees and charges owed with respect to letters of credit or bankers acceptances or any similar facilities or similar financing and hedging agreements, (c) non-cash interest payments (but excluding any non-cash interest expense attributable to the movement in the mark to market valuation of any Hedging Obligations or

other derivative instruments pursuant to GAAP), (d) the interest component of Capitalized Lease Obligations or any deferred payment obligations, (e) net payments, if any, pursuant to interest rate Hedging Obligations with respect to Indebtedness and (f) interest accruing on any Indebtedness of any other Person to the extent such Indebtedness is Guaranteed by (or secured by the assets of) such Person or any of its Restricted Subsidiaries, and excluding (t) penalties and interest relating to taxes, (u) accretion or accrual of discounted liabilities other than Indebtedness, (v) any expense resulting from the discounting of any Indebtedness in connection with the application of purchase accounting in connection with any acquisition, (w) any fees related to a Qualified Receivables Transaction, (x) amortization of deferred financing fees, debt issuance costs, commissions, fees and expenses, (y) any expensing of bridge, commitment and other financing fees and (z) imputed interest with respect to Indebtedness of any parent of such Person appearing upon the balance sheet of such Person solely by reason of purchase accounting under GAAP; *plus*

(2) consolidated capitalized interest of such Person and its Restricted Subsidiaries for such period, whether paid or accrued; *less*

(3) interest income for such period.

For purposes of this definition, interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by such Person to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP.

"*Consolidated Net Income*" means, with respect to any Person for any period, the net income (loss) of such Person and its Restricted Subsidiaries for such period determined on a consolidated basis on the basis of GAAP; *provided*, *however*, that there will not be included in such Consolidated Net Income (without duplication):

(1) any net income (loss) of any Person if such Person is not a Restricted Subsidiary, except that any equity in the net income of any such Person for such period will be included in such Consolidated Net Income up to the aggregate amount of cash or Cash Equivalents actually distributed by such Person during such period to the Issuer or a Restricted Subsidiary as a dividend or other distribution or return on investment (subject, in the case of a dividend or other distribution or return on investment to the Issuer or a Restricted Subsidiary, to the limitations contained in clause (2) below);

(2) solely for the purpose of determining the amount available for Restricted Payments under clause (c)(i) of the first paragraph of the covenant described under "—Certain Covenants—Limitation on Restricted Payments," any net income (loss) of any Restricted Subsidiary (other than the Guarantors) if such Subsidiary is subject to restrictions, directly or indirectly, on the payment of dividends or the making of distributions by such Restricted Subsidiary, directly or indirectly, to the Issuer or a Guarantor by operation of the terms of such Restricted Subsidiary's charter or any agreement, instrument, judgment, decree, order, statute or governmental rule or regulation applicable to such Restricted Subsidiary or its shareholders (other than (a) restrictions that have been waived or otherwise released, (b) restrictions pursuant to the Credit Agreement, the Unsecured Notes, or the Unsecured Notes Indenture, and (c) restrictions specified in clause (13)(i) of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Restrictions on Distributions from Restricted Subsidiaries"), except that the Issuer's equity in the net income of any such Restricted Subsidiary for such period will be included in such Consolidated Net Income up to the aggregate amount of cash or Cash Equivalents actually distributed or that could have been distributed by such Restricted Subsidiary during such period to the Issuer or another Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend to another Restricted Subsidiary, to the limitation contained in this clause);

(3) any net gain (or loss) realized upon the sale or other disposition of any asset or disposed operations of the Issuer or any Restricted Subsidiaries (including pursuant to any Sale and Leaseback Transaction), which is not sold or otherwise disposed of in the ordinary course of business or consistent with past practice (as determined in good faith by the Issuer);

(4) any extraordinary, exceptional, unusual or nonrecurring gain, loss, income, charge or expense (including relating to (i) the Transaction Expenses, (ii) payments made in respect of litigation that was pending against HMA or any of its Subsidiaries prior to the Issue Date and (iii) costs and expenses incurred in connection with Permitted Hospital Dispositions;

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

(6) any (i) non-cash compensation charge or expense arising from any grant of stock, stock options or other equity based awards and any non-cash deemed finance charges in respect of any pension liabilities or other retiree provisions or on the revaluation of any benefit plan obligation and (ii) income (loss) attributable to deferred compensation plans or trusts shall be excluded;

(7) all deferred financing costs written off or amortized and premiums paid or other expenses incurred directly in connection with any early extinguishment of Indebtedness and any net gain (loss) from any write-off or forgiveness of Indebtedness;

(8) any unrealized gains or losses in respect of any Hedging Obligations or any ineffectiveness recognized in earnings related to qualifying hedge transactions or the fair value of changes therein recognized in earnings for derivatives that do not qualify as hedge transactions, in each case, in respect of any Hedging Obligations;

(9) any unrealized foreign currency translation or transaction gains or losses in respect of Indebtedness of any Person denominated in a currency other than the functional currency of such Person and any unrealized foreign exchange gains or losses relating to translation of assets and liabilities denominated in foreign currencies;

(10) any unrealized foreign currency translation or transaction gains or losses in respect of Indebtedness or other obligations of the Issuer or any Restricted Subsidiary owing to the Issuer or any Restricted Subsidiary;

(11) any purchase accounting effects, including, without limitation, adjustments to inventory, property and equipment, software and other intangible assets and deferred revenue in component amounts required or permitted by GAAP and related authoritative pronouncements (including the effects of such adjustments pushed down to the Issuer and the Restricted Subsidiaries), as a result of any consummated acquisition, or the amortization or write-off of any amounts thereof (including any write-off of in process research and development);

(12) any non-cash impairment charge, write-down or write-off, including without limitation, impairment charges, write-downs or write-offs relating to goodwill, intangible assets, long-lived assets, investments in debt and equity securities, in accordance with GAAP or as a result of a change in law or regulation;

(13) any after-tax effect of income (loss) from the early extinguishment or cancellation of Indebtedness or any Hedging Obligations or other derivative instruments;

(14) accruals and reserves that are established within twelve (12) months after the Issue Date that are so required to be established as a result of the Transactions in accordance with GAAP;

(15) any net unrealized gains and losses resulting from Hedging Obligations or embedded derivatives that require similar accounting treatment and the application of Accounting Standards Codification Topic 815 and related pronouncements;

(16) any deferred tax expense associated with tax deductions or net operating losses arising as a result of the Transactions, or the release of any valuation allowance related to such item;

(17) non-cash charges and gains resulting from the application of Financial Accounting Standards No. 141R (Accounting Standards Codification Topic 805) (including with respect to earn-outs Incurred by the Issuer or any of its Restricted Subsidiaries);

(18) the amount of any expense to the extent a corresponding amount is received in cash by the Issuer and the Restricted Subsidiaries from a Person other than the Issuer or any Restricted Subsidiaries, provided such payment has not been included in determining Consolidated Net Income (it being understood that if the amounts received in cash under any such agreement in any period exceed the amount of expense in respect of such period, such excess amounts received may be carried forward and applied against expense in future periods);

(19) any net gain (or loss) from discontinued operations and any net gain (or loss) on disposal of discontinued operations; and

(20) any charges and gains in respect of those certain contingent value rights issued as part of the merger consideration in the Acquisition.

In addition, to the extent not already excluded in the Consolidated Net Income of such Person and its Restricted Subsidiaries, notwithstanding anything to the contrary in the foregoing, Consolidated Net Income shall exclude (i) any expenses and charges that are reimbursed by indemnification or other reimbursement provisions, or so long as the Issuer has made a determination that there exists reasonable evidence that such amount will in fact be indemnified or reimbursed (and such amount is in fact reimbursed within 365 days of the date of such charge or payment (with a deduction for any amount so added back to the extent not so reimbursed within such 365 days)), in connection with any investment or any sale, conveyance, transfer or other disposition of assets permitted hereunder, (ii) to the extent covered by insurance and actually reimbursed, or, so long as the Issuer has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed by the insurer and such amount is (A) not denied by the applicable carrier in writing within 180 days and (B) in fact reimbursed within 365 days of the date of such evidence (with a deduction for any amount so added back to the extent not so reimbursed within 365 days), expenses with respect to liability or casualty events or business interruption, (iii) any expenses and charges to the extent paid for, or so long as the Issuer has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed by (and such amount is in fact reimbursed within 365 days of the date of such payment (with a deduction for any amount so added back to the extent not so reimbursed within 365 days)), any third party other than such Person or any of its Restricted Subsidiaries and (iv) solely for the purpose of determining the amount available for Restricted Payments under clause (c)(i) of the first paragraph of the covenant described under "—Certain Covenants—Limitations on Restricted Payments," any repurchase, redemption, sale or other disposition of Restricted Investments or any sale of stock of or distribution, dividend or asset transfer from an Unrestricted Subsidiary, in each case to the extent any of the foregoing increase the amount of Restricted Payments permitted under such covenant pursuant to clause (c)(iv) or (c)(v), as the case may be, of the first paragraph thereof.

"*Consolidated Total Indebtedness*" means, as of any date of determination, (a) the aggregate principal amount of Indebtedness for borrowed money (other than letters of credit and bankers' acceptances, except to the extent of unreimbursed amounts thereunder, Indebtedness with respect to Cash Management Services, Hedging Obligations entered into in the ordinary course of business or consistent with past practice and not for speculative purposes and intercompany indebtedness, but including the Receivable Transaction Amount in respect of any Qualified Receivables Transaction) of the Issuer and its Restricted Subsidiaries outstanding on such date minus (b) the aggregate amount, not to exceed $250.0 million, of unrestricted cash and Cash Equivalents included in the consolidated balance sheet of the Issuer and its Restricted Subsidiaries as of the end of the most recent fiscal period for which internal financial statements of the Issuer are available (with such pro forma adjustments as are consistent with the pro forma adjustments set forth in the definition of "Fixed Charge Coverage Ratio" (and with the proceeds of any Secured Indebtedness being incurred at the time of determination being excluded from unrestricted cash and Cash Equivalents to the extent such proceeds would otherwise be included as such) and as determined in good faith by the Issuer).

"*Consolidated Total Leverage Ratio*" means, with respect to any Person as of any date of determination, the ratio of (x) Consolidated Total Indebtedness as of such date to (y) the aggregate amount of Consolidated EBITDA for the period of the most recent four consecutive fiscal quarters ending prior to the date of such

determination for which internal consolidated financial statements of the Issuer are available, in each case with such pro forma adjustments as are consistent with the pro forma adjustments set forth in the definition of "Fixed Charge Coverage Ratio."

"*Consolidated Total Secured Leverage Ratio*" means, with respect to any Person as of any date of determination, the ratio of (x) Consolidated Total Indebtedness secured by a Lien as of such date to (y) the aggregate amount of Consolidated EBITDA for the period of the most recent four consecutive fiscal quarters ending prior to the date of such determination for which internal consolidated financial statements of the Issuer are available, in each case with such pro forma adjustments as are consistent with the pro forma adjustments set forth in the definition of "Fixed Charge Coverage Ratio."

"*Contingent Obligations*" means, with respect to any Person, any obligation of such Person guaranteeing in any manner, whether directly or indirectly, any operating lease, dividend or other obligation that does not constitute Indebtedness ("*primary obligations*") of any other Person (the "*primary obligor*"), including any obligation of such Person, whether or not contingent:

(1) to purchase any such primary obligation or any property constituting direct or indirect security therefor;

(2) to advance or supply funds:

  (a) for the purchase or payment of any such primary obligation; or

  (b) to maintain the working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor; or

(3) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof.

"*Credit Agreement*" means the Credit Agreement, originally dated as of July 25, 2007, by and among, Holdings, the Issuer, the guarantors from time to time party thereto and Credit Suisse, as administrative agent and collateral agent, and each lender from time to time party thereto, together with the related documents thereto (including the revolving loans thereunder, any letters of credit and reimbursement obligations related thereto, any Guarantee and collateral agreement, patent and trademark security agreement, mortgages or letter of credit applications and other Guarantees, pledges, agreements, security agreements and collateral documents), as amended, extended, renewed, restated, refunded, replaced, refinanced, supplemented, modified or otherwise changed (in whole or in part, and without limitation as to amount, terms, conditions, covenants and other provisions) from time to time, and any one or more additional agreements (and related documents) governing Indebtedness, including indentures, incurred to refinance, substitute, supplement, replace or add to (including increasing the amount available for borrowing or adding or removing any Person as a borrower, issuer or guarantor thereunder) in whole or in part, the borrowings and commitments then outstanding or permitted to be outstanding under (or otherwise incurred in compliance with) such Credit Agreement (whether documented in the agreement for such Credit Agreement or in a separate written instrument) or one or more successors to the Credit Agreement or one or more new credit agreements.

"*Credit Facility*" means, with respect to the Issuer or any of its Subsidiaries, one or more debt facilities, indentures or other arrangements (including the Credit Agreement or commercial paper facilities and overdraft facilities) with banks, other financial institutions or investors providing for revolving credit loans, term loans, notes, receivables financing (including through the sale of receivables to such institutions or to special purpose entities formed to borrow from such institutions against such receivables), letters of credit or other Indebtedness, in each case, as amended, restated, modified, renewed, refunded, replaced, restructured, refinanced, repaid, increased or extended in whole or in part from time to time (and whether in whole or in part and whether or not with the original administrative agent and lenders or another administrative agent or agents or other banks or institutions and whether provided under the original Credit Agreement or one or more other credit or other

agreements, indentures, financing agreements or otherwise) and in each case including all agreements, instruments and documents executed and delivered pursuant to or in connection with the foregoing (including any notes, any letters of credit and reimbursement obligations related thereto, any Guarantee and collateral agreement, patent and trademark security agreement, mortgages or letter of credit applications and other Guarantees, pledges, agreements, security agreements and collateral documents). Without limiting the generality of the foregoing, the term "Credit Facility" will include any agreement or instrument (1) changing the maturity of any Indebtedness Incurred thereunder or contemplated thereby, (2) adding Subsidiaries of the Issuer as additional borrowers or guarantors thereunder, (3) increasing the amount of Indebtedness Incurred thereunder or available to be borrowed thereunder or (4) otherwise altering the terms and conditions thereof.

"*Default*" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default; *provided* that any Default that results solely from the taking of an action that would have been permitted but for the continuation of a previous Default will be deemed to be cured if such previous Default is cured prior to becoming an Event of Default.

"*Designated Non-Cash Consideration*" means the fair market value (as determined in good faith by the Issuer) of non-cash consideration received by the Issuer or one of its Restricted Subsidiaries in connection with an Asset Disposition that is so designated as Designated Non-Cash Consideration pursuant to an Officer's Certificate, setting forth the basis of such valuation, less the amount of cash or Cash Equivalents received in connection with a subsequent payment, redemption, retirement, sale or other disposition of such Designated Non-Cash Consideration. A particular item of Designated Non-Cash Consideration will no longer be considered to be outstanding when and to the extent it has been paid, redeemed or otherwise retired or sold or otherwise disposed of in compliance with the covenant described under "—Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock."

"*Designated Preferred Stock*" means, with respect to the Issuer, Preferred Stock (other than Disqualified Stock) (a) that is issued for cash (other than to the Issuer or a Subsidiary of the Issuer or an employee stock ownership plan or trust established by the Issuer or any such Subsidiary for the benefit of their employees to the extent funded by the Issuer or such Subsidiary) and (b) that is designated as "Designated Preferred Stock" pursuant to an Officer's Certificate of the Issuer at or prior to the issuance thereof, the Net Cash Proceeds of which are excluded from the calculation set forth in clause (c)(ii) of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Restricted Payments."

"*Disinterested Director*" means, with respect to any Affiliate Transaction, a member of the Board of Directors of Holdings having no material direct or indirect financial interest in or with respect to such Affiliate Transaction. A member of the Board of Directors of Holdings shall be deemed not to have such a financial interest by reason of such member's holding Capital Stock of Holdings or any options, warrants or other rights in respect of such Capital Stock.

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

(1) matures or is mandatorily redeemable for cash or in exchange for Indebtedness pursuant to a sinking fund obligation or otherwise; or

(2) is or may become (in accordance with its terms) upon the occurrence of certain events or otherwise redeemable or repurchasable for cash or in exchange for Indebtedness at the option of the holder of the Capital Stock in whole or in part,

in each case on or prior to the earlier of (a) the Stated Maturity of the Unsecured Notes or (b) the date on which there are no Unsecured Notes outstanding; *provided*, *however*, that (i) only the portion of Capital Stock which so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the

holder thereof prior to such date will be deemed to be Disqualified Stock and (ii) any Capital Stock that would constitute Disqualified Stock solely because the holders thereof have the right to require the Issuer to repurchase such Capital Stock upon the occurrence of a change of control or asset sale (howsoever defined or referred to) shall not constitute Disqualified Stock if any such redemption or repurchase obligation is subject to compliance by the relevant Person with the covenant described under "—Certain Covenants—Limitation on Restricted Payments"; *provided, further*, that if such Capital Stock is issued to any plan for the benefit of employees of the Issuer or its Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Issuer or its Subsidiaries in order to satisfy applicable statutory or regulatory obligations.

"*Domestic Subsidiary*" means, with respect to any Person, any Restricted Subsidiary of such Person other than a Foreign Subsidiary.

"*DTC*" means The Depository Trust Company or any successor securities clearing agency.

"*Eligible Escrow Investments*" means any of the following securities:

(1) U.S. Government Obligations;

(2) investments in time or demand deposit accounts, certificates of deposit and money market deposits, or other similar banking arrangements in each case maturing no later than the last day of the then current month (the "*Investment End Date*"), entitled to U.S. Federal deposit insurance for the full amount thereof or issued by a bank or trust company that is organized under the laws of the United States of America or any state thereof having capital, surplus and undivided profits aggregating in excess of $500.0 million;

(3) investments in commercial paper maturing no later than the Investment End Date and having, at the date of acquisition, a credit rating no lower than A-1 from S&P, P-1 from Moody's, or F-1 from Fitch;

(4) repurchase obligations maturing no later than the Investment End Date entered into with a nationally recognized broker-dealer, with respect to which the purchased securities are obligations issued or guaranteed by the United States government or any agency thereof, which repurchase obligations shall be entered into pursuant to written agreements; and

(5) money market mutual funds that invest in items (1) through (4) above and are registered with the SEC under the Investment Company Act of 1940, as amended, and operated in accordance with Rule 2a-7 and that at the time of such investment are rated Aaa by Moody's and/or AAAm by S&P, including such funds for which the Trustee or an affiliate provides investment advice or other services.

"*Equity Offering*" means (x) a sale of Capital Stock of the Issuer (other than Disqualified Stock or Designated Preferred Stock) other than offerings registered on Form S-8 (or any successor form) under the Securities Act or any similar offering in other jurisdictions, or (y) the sale of Capital Stock or other securities of Holdings, the proceeds of which are contributed to the equity (other than through the issuance of Disqualified Stock or Designated Preferred Stock or through an Excluded Contribution) of the Issuer or any of its Restricted Subsidiaries.

"*Exchange Act*" means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder, as amended.

"*Excluded Contribution*" means Net Cash Proceeds or property or assets received by the Issuer as capital contributions to the equity (other than through the issuance of Disqualified Stock or Designated Preferred Stock) of the Issuer after the Issue Date or from the issuance or sale (other than to a Restricted Subsidiary or an employee stock ownership plan or trust established by the Issuer or any Subsidiary of the Issuer for the benefit of their employees to the extent funded by the Issuer or any Restricted Subsidiary) of Capital Stock (other than Disqualified Stock or Designated Preferred Stock) of the Issuer, in each case, to the extent designated as an Excluded Contribution pursuant to an Officer's Certificate of the Issuer.

"*Existing Secured Notes*" means the $1,600,000,000 aggregate principal amount of 5.125% senior secured notes due 2018 issued by Finco on August 17, 2012.

"*fair market value*" may be conclusively established by means of an Officer's Certificate or resolutions of the Board of Directors of the Issuer setting out such fair market value as determined by such Officer or such Board of Directors in good faith.

"*Finco*" means CHS/Community Health Systems, Inc., a Delaware corporation, or any successor thereto.

"*Fitch*" means Fitch Ratings, Inc. or any of its successors or assigns that is a Nationally Recognized Statistical Rating Organization.

"*Fixed Charge Coverage Ratio*" means, with respect to any Person on any determination date, the ratio of Consolidated EBITDA of such Person for the most recent four consecutive fiscal quarters ending immediately prior to such determination date for which internal consolidated financial statements are available to the Fixed Charges of such Person for such four consecutive fiscal quarters.

In the event that the Issuer or any Restricted Subsidiary Incurs, assumes, Guarantees, redeems, defeases, retires or extinguishes any Indebtedness (other than Indebtedness incurred under any revolving credit facility unless such Indebtedness has been permanently repaid and has not been replaced) or issues or redeems Disqualified Stock or Preferred Stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated but prior to or simultaneously with the event for which the calculation of the Fixed Charge Coverage Ratio is made (the "*Fixed Charge Coverage Ratio Calculation Date*"), then the Fixed Charge Coverage Ratio shall be calculated giving pro forma effect to such Incurrence, assumption, Guarantee, redemption, defeasance, retirement or extinguishment of Indebtedness, or such issuance or redemption of Disqualified Stock or Preferred Stock, as if the same had occurred at the beginning of the applicable four-quarter period; *provided*, *however*, that the pro forma calculation shall not give effect to any Indebtedness Incurred on such determination date pursuant to the provisions described in the second paragraph under "—Certain Covenants—Limitation on Indebtedness."

For purposes of making the computation referred to above, any Investments, acquisitions, dispositions, mergers, consolidations and disposed operations that have been made by the Issuer or any of its Restricted Subsidiaries, during the four-quarter reference period or subsequent to such reference period and on or prior to or simultaneously with the Fixed Charge Coverage Ratio Calculation Date shall be calculated on a pro forma basis assuming that all such Investments, acquisitions, dispositions, mergers, consolidations and disposed or discontinued operations (and the change in any associated fixed charge obligations and the change in Consolidated EBITDA resulting therefrom) had occurred on the first day of the four-quarter reference period. If since the beginning of such period any Person that subsequently became a Restricted Subsidiary or was merged with or into the Issuer or any of its Restricted Subsidiaries since the beginning of such period shall have made any Investment, acquisition, disposition, merger, consolidation or disposed or discontinued operation that would have required adjustment pursuant to this definition, then the Fixed Charge Coverage Ratio shall be calculated giving pro forma effect thereto for such period as if such Investment, acquisition, disposition, merger, consolidation or disposed operation had occurred at the beginning of the applicable four-quarter period.

For purposes of this definition, whenever pro forma effect is to be given to a transaction, the pro forma calculations shall be made in good faith by a responsible financial or chief accounting officer of the Issuer (including with respect to cost savings; *provided* that (x) such cost savings are reasonably identifiable, reasonably attributable to the action specified and reasonably anticipated to result from such actions and (y) such actions have been taken or initiated and the benefits resulting therefrom are anticipated by the Issuer to be realized within twelve (12) months). If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the Fixed Charge Coverage Ratio Calculation Date had been the applicable rate for the entire period (taking into account any Hedging Obligations

applicable to such Indebtedness). Interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer of the Issuer to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP. For purposes of making the computation referred to above, interest on any Indebtedness under a revolving credit facility computed with a pro forma basis shall be computed based upon the average daily balance of such Indebtedness during the applicable period. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be determined to have been based upon the rate actually chosen, or if none, then based upon such optional rate chosen as the Issuer may designate.

"*Fixed Charges*" means, with respect to any Person for any period, the sum of:

(1) Consolidated Interest Expense of such Person for such period;

(2) all cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of Preferred Stock of any Subsidiary of such Person during such period; and

(3) all cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of Disqualified Stock during such period.

"*Foreign Subsidiary*" means, with respect to any Person, (i) any Subsidiary of such Person that is not organized or existing under the laws of the United States, any state thereof or the District of Columbia, and any Subsidiary of such Subsidiary and (ii) any Subsidiary of such Person that otherwise would be a Domestic Subsidiary substantially all of whose assets consist of Capital Stock and/or indebtedness of one or more Foreign Subsidiaries and any other assets incidental thereto.

"*GAAP*" means generally accepted accounting principles in the United States of America as in effect on the date of any calculation or determination required hereunder. Except as otherwise set forth in the Unsecured Notes Indenture, all ratios and calculations based on GAAP contained in the Unsecured Notes Indenture shall be computed in accordance with GAAP as in effect on the Issue Date. At any time after the Issue Date, the Issuer may elect to establish that GAAP shall mean the GAAP as in effect on or prior to the date of such election; *provided, however,* that any such election, once made, shall be irrevocable. At any time after the Issue Date, the Issuer may elect to apply IFRS accounting principles in lieu of GAAP and, upon any such election, references herein to GAAP shall thereafter be construed to mean IFRS (except as otherwise provided in the Unsecured Notes Indenture), including as to the ability of the Issuer to make an election pursuant to the previous sentence; *provided* that any such election, once made, shall be irrevocable; *provided*, *however*, that any calculation or determination in the Unsecured Notes Indenture that require the application of GAAP for periods that include fiscal quarters ended prior to the Issuer's election to apply IFRS shall remain as previously calculated or determined in accordance with GAAP; *provided*, *further*, that the Issuer may only make such election if it also elects to report any subsequent financial reports required to be made by the Issuer or Holdings, including pursuant to Section 13 or Section 15(d) of the Exchange Act and the covenants described under "—Certain Covenants—Reports," in IFRS. The Issuer shall give notice of any such election made in accordance with this definition to the Trustee and the Holders.

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

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

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

provided, *however*, that the term "Guarantee" will not include (x) endorsements for collection or deposit in the ordinary course of business or consistent with past practice and (y) standard contractual indemnities or product warranties provided in the ordinary course of business; *provided, further,* that the amount of any Guarantee shall be deemed to be the lower of (i) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee is made and (ii) the maximum amount for which such guaranteeing Person may be liable pursuant to the terms of the instrument embodying such Guarantee or, if such Guarantee is not an unconditional guarantee of the entire amount of the primary obligation and such maximum amount is not stated or determinable, the amount of such guaranteeing Person's maximum reasonably anticipated liability in respect thereof as determined by such Person in good faith. The term "Guarantee" used as a verb has a corresponding meaning.

"*Guarantor*" means Holdings and any Restricted Subsidiary that Guarantees the Unsecured Notes, until such Unsecured Note Guarantee is released in accordance with the terms of the Unsecured Notes Indenture.

"*Hedging Obligations*" means, with respect to any Person, the obligations of such Person under any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, commodity swap agreement, commodity cap agreement, commodity collar agreement, foreign exchange contracts, currency swap agreement or similar agreement providing for the transfer or mitigation of interest rate, commodity price or currency risks either generally or under specific contingencies.

"*HMA*" means Health Management Associates, Inc., a Delaware corporation, and its successors.

"*Holder*" means each Person in whose name the Unsecured Notes are registered on the Registrar's books, which shall initially be the respective nominee of DTC.

"*Holdings*" means Community Health Systems, Inc., a Delaware corporation, or any successor thereto.

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

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

"*IFRS*" means International Financial Reporting standards as adopted in the European Union.

"*Immaterial Subsidiary*" means, at any date of determination, each Restricted Subsidiary of the Issuer that (i) has not guaranteed any other Indebtedness of the Issuer or any Subsidiary Guarantor and (ii) has Total Assets together with all other Immaterial Subsidiaries (other than Foreign Subsidiaries and Unrestricted Subsidiaries) (as determined in accordance with GAAP) and Consolidated EBITDA together with all other Immaterial Subsidiaries of less than 5.0% of the Issuer's Total Assets and Consolidated EBITDA (measured, in the case of Total Assets, at the end of the most recent fiscal period for which internal financial statements are available and, in the case of Consolidated EBITDA, for the most recently ended four consecutive fiscal quarters ended for which internal consolidated financial statements are available, in each case measured on a pro forma basis giving effect to any acquisitions or dispositions of companies, divisions or lines of business since such balance sheet date or the start of such four quarter period, as applicable).

"*Incur*" means issue, create, assume, enter into any Guarantee of, incur, extend or otherwise become liable for; *provided*, *however*, that any Indebtedness or Capital Stock of a Person existing at the time such Person becomes a Restricted Subsidiary (whether by merger, consolidation, acquisition or otherwise) will be deemed to be Incurred by such Restricted Subsidiary at the time it becomes a Restricted Subsidiary and the terms "Incurred" and "Incurrence" have meanings correlative to the foregoing and any Indebtedness pursuant to any revolving credit or similar facility shall only be "Incurred" at the time any funds are borrowed thereunder.

"*Indebtedness*" means, with respect to any Person on any date of determination (without duplication) to the extent, except with respect to clauses (6), (7) and (9) below, such obligation should appear as a liability or otherwise on the balance sheet of such Person in accordance with GAAP:

(1) the principal of indebtedness of such Person for borrowed money;

(2) the principal of obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;

(3) all reimbursement obligations of such Person in respect of letters of credit, bankers' acceptances or other similar instruments (the amount of such obligations being equal at any time to the aggregate then undrawn and unexpired amount of such letters of credit or other instruments plus the aggregate amount of drawings thereunder that have been reimbursed) (except to the extent such reimbursement obligations relate to trade payables and such obligations are satisfied within 30 days of Incurrence);

(4) the principal component of all obligations of such Person to pay the deferred and unpaid purchase price of property (except trade payables), which purchase price is due more than one year after the date of placing such property in service or taking final delivery and title thereto;

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

(6) the principal component of all obligations, or liquidation preference, of such Person with respect to any Disqualified Stock or, with respect to any Restricted Subsidiary, any Preferred Stock (but excluding, in each case, any accrued dividends);

(7) the principal component of all Indebtedness of other Persons secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; *provided*, *however*, that the amount of such Indebtedness will be the lesser of (a) the fair market value of such asset at such date of determination (as determined in good faith by the Issuer) and (b) the amount of such Indebtedness of such other Persons;

(8) Guarantees by such Person of the principal component of Indebtedness of other Persons to the extent Guaranteed by such Person;

(9) the Receivables Transaction Amount in respect of any Qualified Receivables Transaction; and

(10) to the extent not otherwise included in this definition, net obligations of such Person under Hedging Obligations (the amount of any such obligations to be equal at any time to the net payments under such agreement or arrangement giving rise to such obligation that would be payable by such Person at the termination of such agreement or arrangement).

The term "Indebtedness" shall not include any lease, concession or license of property (or Guarantee thereof) which would be considered an operating lease under GAAP as in effect on the Issue Date, any prepayments of deposits received from clients or customers in the ordinary course of business or consistent with past practice, obligations under any license, permit or other approval (or Guarantees given in respect of such obligations) Incurred prior to the Issue Date or in the ordinary course of business or consistent with past practice.

The amount of Indebtedness of any Person at any time in the case of a revolving credit or similar facility shall be the total amount of funds borrowed and then outstanding. The amount of any Indebtedness outstanding

as of any date shall be (a) the accreted value thereof in the case of any Indebtedness issued with original issue discount and (b) the principal amount of Indebtedness, or liquidation preference thereof, in the case of any other Indebtedness.

Notwithstanding the above provisions, in no event shall the following constitute Indebtedness:

(i) Contingent Obligations Incurred in the ordinary course of business or consistent with past practice, and the contingent value rights issued in connection with the Acquisition;

(ii) Cash Management Services;

(iii) in connection with the purchase by the Issuer or any Restricted Subsidiary of any business, any post-closing payment adjustments to which the seller may become entitled to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing; *provided*, *however*, that, at the time of closing, the amount of any such payment is not determinable and, to the extent such payment thereafter becomes fixed and determined, the amount is paid in a timely manner;

(iv) for the avoidance of doubt, any obligations in respect of workers' compensation claims, early retirement or termination obligations, pension fund obligations or contributions or similar claims, obligations or contributions or social security or wage Taxes; or

(v) Capital Stock (other than Disqualified Stock or Preferred Stock of a Restricted Subsidiary).

"*Independent Financial Advisor*" means an investment banking or accounting firm of international standing or any third party appraiser of international standing; *provided, however*, that such firm or appraiser is not an Affiliate of the Issuer.

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

"*Investment*" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of any direct or indirect advance, loan or other extensions of credit (other than advances or extensions of credit to customers, suppliers, directors, officers or employees of any Person in the ordinary course of business or consistent with past practice, and excluding any debt or extension of credit represented by a bank deposit other than a time deposit) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or the Incurrence of a Guarantee of any obligation of, or any purchase or acquisition of Capital Stock, Indebtedness or other similar instruments issued by, such other Persons and all other items that are or would be classified as investments on a balance sheet prepared on the basis of GAAP; *provided*, *however*, that endorsements of negotiable instruments and documents in the ordinary course of business or consistent with past practice will not be deemed to be an Investment. If the Issuer or any Restricted Subsidiary issues, sells or otherwise disposes of any Capital Stock of a Person that is a Restricted Subsidiary such that, after giving effect thereto, such Person is no longer a Restricted Subsidiary, any Investment by the Issuer or any Restricted Subsidiary in such Person remaining after giving effect thereto will be deemed to be a new Investment at such time.

For purposes of "—Certain Covenants—Limitation on Restricted Payments" and "—Designation of Restricted and Unrestricted Subsidiaries":

(1) "*Investment*" will include the portion (proportionate to the Issuer's equity interest in a Restricted Subsidiary to be designated as an Unrestricted Subsidiary) of the fair market value of the net assets of such Restricted Subsidiary of the Issuer at the time that such Restricted Subsidiary is designated an

Unrestricted Subsidiary; *provided*, *however*, that upon a redesignation of such Subsidiary as a Restricted Subsidiary, the Issuer will be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary in an amount (if positive) equal to (a) the Issuer's "Investment" in such Subsidiary at the time of such redesignation less (b) the portion (proportionate to the Issuer's equity interest in such Subsidiary) of the fair market value of the net assets (as conclusively determined by the Board of Directors of the Issuer in good faith) of such Subsidiary at the time that such Subsidiary is so re-designated a Restricted Subsidiary; and

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

"*Investment Grade Securities*" means:

(1) securities issued or directly and fully Guaranteed or insured by the United States or Canadian government or any agency or instrumentality thereof (other than Cash Equivalents);

(2) securities issued or directly and fully guaranteed or insured by a member of the European Union, or any agency or instrumentality thereof (other than Cash Equivalents);

(3) debt securities or debt instruments with a rating of "A-" or higher from S&P or "A3" or higher by Moody's or the equivalent of such rating by such rating organization or, if no rating of Moody's or S&P then exists, the equivalent of such rating by any other Nationally Recognized Statistical Ratings Organization, but excluding any debt securities or instruments constituting loans or advances among the Issuer and its Subsidiaries; and

(4) investments in any fund that invests exclusively in investments of the type described in clauses (1), (2) and (3) above which fund may also hold cash and Cash Equivalents pending investment or distribution.

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

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

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

(3) a rating of "BBB-" or higher from Fitch;

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

"*Issue Date*" means January 27, 2014.

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

"*Management Advances*" means loans or advances made to, or Guarantees with respect to loans or advances made to, directors, officers, employees or consultants of any Parent Entity, the Issuer or any Restricted Subsidiary:

(1) (a) in respect of travel, entertainment or moving related expenses Incurred in the ordinary course of business or consistent with past practice, (b) for purposes of funding any such person's purchase of Capital Stock (or similar obligations) of the Issuer, its Subsidiaries or any Parent Entity with (in the case of this sub-clause (b)) the approval of the Board of Directors of Holdings or (c) in respect of moving related expenses Incurred in connection with any closing or consolidation of any facility or office; and

(2) not exceeding $50.0 million in the aggregate outstanding at any time.

"*Merger*" means the merger of FWCT-2 Acquisition Corporation with and into HMA, as provided for under the Merger Agreement.

"*Merger Agreement*" means the Agreement and Plan of Merger, dated as of July 29, 2013, by and among HMA, the Parent Entity and FWCT-2 Acquisition Corporation.

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

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

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

(1) all legal, accounting, investment banking, title and recording tax expenses, commissions and other fees and expenses Incurred, and all Taxes paid, reasonably estimated to be actually payable or accrued as a liability under GAAP (including, for the avoidance of doubt, any income, withholding and other Taxes payable as a result of the distribution of such proceeds to the Issuer and after taking into account any available tax credits or deductions and any tax sharing agreements), as a consequence of such Asset Disposition;

(2) all payments made on any Indebtedness which is secured by any assets subject to such Asset Disposition, in accordance with the terms of any Lien upon such assets, or which by applicable law must be repaid out of the proceeds from such Asset Disposition;

(3) all distributions and other payments required to be made to minority interest holders (other than any Parent Entity, the Issuer or any of its respective Subsidiaries) in Subsidiaries or joint ventures as a result of such Asset Disposition; and

(4) the deduction of appropriate amounts required to be provided by the seller as a reserve, on the basis of GAAP, against any liabilities associated with the assets disposed of in such Asset Disposition and retained by the Issuer or any Restricted Subsidiary after such Asset Disposition.

"*Net Cash Proceeds*," with respect to any issuance or sale of Capital Stock or Indebtedness, means the cash proceeds of such issuance or sale net of attorneys' fees, accountants' fees, underwriters' or placement agents' fees, listing fees, discounts or commissions and brokerage, consultant and other fees and charges actually Incurred in connection with such issuance or sale and net of Taxes paid or reasonably estimated to be actually payable as a result of such issuance or sale (including, for the avoidance of doubt, any income, withholding and other Taxes payable as a result of the distribution of such proceeds to the Issuer and after taking into account any available tax credit or deductions and any tax sharing agreements).

"*Non-Guarantor*" means any Restricted Subsidiary that is not a Unsecured Note Guarantor.

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

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

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

(b) is directly or indirectly liable as a guarantor or otherwise; or

(c) constitutes the lender; and

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

"*Note Documents*" means the Unsecured Notes (including Additional Unsecured Notes), the Unsecured Note Guarantees and the Unsecured Notes Indenture.

"*Obligations"* means any principal, interest (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to the Issuer or any Guarantor whether or not a claim for Post-Petition Interest is allowed in such proceedings), penalties, fees, indemnifications, reimbursements (including, without limitation, reimbursement obligations with respect to letters of credit and bankers' acceptances), damages and other liabilities payable under the documentation governing any Indebtedness.

"*Officer*" means, with respect to any Person, (1) the Chairman of the Board of Directors, the Chief Executive Officer, the President, the Chief Financial Officer, any Vice President, the Treasurer, any Managing Director, or the Secretary (a) of such Person or (b) if such Person is owned or managed by a single entity, of such entity, or (2) any other individual designated as an "Officer" for the purposes of the Unsecured Notes Indenture by the Board of Directors of such Person.

"*Officer's Certificate*" means, with respect to any Person, a certificate signed by one Officer of such Person.

"*Opinion of Counsel*" means a written opinion from legal counsel reasonably satisfactory to the Trustee. The counsel may be an employee of or counsel to the Issuer, any of its Subsidiaries or the Trustee.

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

"*Parent Entity Expenses*" means:

(1) costs (including all professional fees and expenses) Incurred by any Parent Entity in connection with reporting obligations under or otherwise Incurred in connection with compliance with applicable laws, rules or regulations of any governmental, regulatory or self-regulatory body or stock exchange, the Unsecured Notes Indenture or any other agreement or instrument relating to Indebtedness of the Issuer or any Restricted Subsidiary, including in respect of any reports filed with respect to the Securities Act, Exchange Act or the respective rules and regulations promulgated thereunder;

(2) customary indemnification obligations of any Parent Entity owing to directors, officers, employees or other Persons under its charter or by-laws or pursuant to written agreements with any such Person to the extent relating to the Issuer and its Subsidiaries;

(3) obligations of any Parent Entity in respect of director and officer insurance (including premiums therefor) to the extent relating to the Issuer and its Subsidiaries;

(4) general corporate overhead expenses, including professional fees and expenses and other operational expenses of any Parent Entity related to the ownership or operation of the business of the Issuer or any of its Restricted Subsidiaries; and

(5) expenses Incurred by any Parent Entity in connection with any public offering or other sale of Capital Stock or Indebtedness:

(x) where the net proceeds of such offering or sale are intended to be received by or contributed to the Issuer or a Restricted Subsidiary,

(y) in a pro-rated amount of such expenses in proportion to the amount of such net proceeds intended to be so received or contributed, or

(z) otherwise on an interim basis prior to completion of such offering so long as any Parent Entity shall cause the amount of such expenses to be repaid to the Issuer or the relevant Restricted Subsidiary out of the proceeds of such offering promptly if completed.

"*Pari Passu Indebtedness*" means Indebtedness of the Issuer which ranks equally in right of payment to the Unsecured notes or of any Guarantor if such Indebtedness ranks equally in right of payment to the Unsecured Note Guarantees.

"*Paying Agent*" means any Person authorized by the Issuer to pay the principal of (and premium, if any) or interest on any Unsecured Note on behalf of the Issuer.

"*Permitted Asset Swap*" means the concurrent purchase and sale or exchange of assets used or useful in a Similar Business or a combination of such assets and cash, Cash Equivalents between the Issuer or any of its Restricted Subsidiaries and another Person; *provided* that any cash or Cash Equivalents received in excess of the value of any cash or Cash Equivalents sold or exchanged must be applied in accordance with the covenant described under "—Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock."

"*Permitted Hospital Dispositions*" means any disposition of Hospitals required for receipt of antitrust approval in connection with the Acquisition.

"*Permitted Investment*" means (in each case, by the Issuer or any of its Restricted Subsidiaries):

(1) Investments in (a) a Restricted Subsidiary (including the Capital Stock of a Restricted Subsidiary) or the Issuer or (b) a Person (including the Capital Stock of any such Person) that will, upon the making of such Investment, become a Restricted Subsidiary;

(2) Investments in another Person if such Person is engaged in any Similar Business and as a result of such Investment such other Person is merged, consolidated or otherwise combined with or into, or transfers or conveys all or substantially all its assets to, the Issuer or a Restricted Subsidiary;

(3) Investments in cash, Cash Equivalents or Investment Grade Securities;

(4) Investments in receivables owing to the Issuer or any Restricted Subsidiary created or acquired in the ordinary course of business or consistent with past practice; *provided, however,* that such trade terms may include such concessionary trade terms as the Issuer or any such Restricted Subsidiary deems reasonable under the circumstances;

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

(6) Management Advances;

(7) Investments received in settlement of debts created in the ordinary course of business or consistent with past practice and owing to the Issuer or any Restricted Subsidiary or in exchange for any other Investment or accounts receivable held by the Issuer or any such Restricted Subsidiary, or as a result of foreclosure, perfection or enforcement of any Lien, or in satisfaction of judgments or pursuant to any plan of reorganization or similar arrangement including upon the bankruptcy or insolvency of a debtor or otherwise with respect to any secured Investment or other transfer of title with respect to any secured Investment in default;

(8) Investments made as a result of the receipt of non-cash consideration from a sale or other disposition of property or assets, including an Asset Disposition;

(9) Investments existing or pursuant to agreements or arrangements in effect on the Issue Date and any modification, replacement, renewal or extension thereof; *provided* that the amount of any such Investment may not be increased except (a) as required by the terms of such Investment as in existence on the Issue Date or (b) as otherwise permitted under the Unsecured Notes Indenture;

(10) Hedging Obligations, which transactions or obligations are Incurred in compliance with "—Certain Covenants—Limitation on Indebtedness";

(11) pledges or deposits with respect to leases or utilities provided to third parties in the ordinary course of business or consistent with past practice or Liens otherwise described in the definition of "Permitted Liens" or made in connection with Liens permitted under the covenant described under "—Certain Covenants—Limitation on Liens";

(12) any Investment to the extent made using Capital Stock of the Issuer (other than Disqualified Stock) or Capital Stock of any Parent Entity as consideration;

(13) any transaction to the extent constituting an Investment that is permitted and made in accordance with the provisions of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Affiliate Transactions" (except those described in clauses (1), (3), (6), (7), (8), (9), (12) and (16) of that paragraph);

(14) Investments consisting of purchases and acquisitions of inventory, supplies, materials and equipment or licenses or leases of intellectual property, in any case, in the ordinary course of business or consistent with past practice and in accordance with the Unsecured Notes Indenture;

(15) (i) Guarantees of Indebtedness not prohibited by the covenant described under "—Certain Covenants—Limitation on Indebtedness" and (other than with respect to Indebtedness) guarantees, keepwells and similar arrangements in the ordinary course of business or consistent with past practice, and (ii) performance guarantees with respect to obligations that are permitted by the Unsecured Notes Indenture;

(16) Investments consisting of earnest money deposits required in connection with a purchase agreement, or letter of intent, or other acquisitions to the extent not otherwise prohibited by the Unsecured Notes Indenture;

(17) Investments of a Restricted Subsidiary acquired on or after the Issue Date or of an entity merged into the Issuer or merged into or consolidated with a Restricted Subsidiary on or after the Issue Date to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger or consolidation and were in existence on the date of such acquisition, merger or consolidation;

(18) Investments consisting of licensing or contribution of intellectual property pursuant to joint marketing arrangements with other Persons;

(19) contributions to a "rabbi" trust for the benefit of employees or other grantor trust subject to claims of creditors in the case of a bankruptcy of the Issuer;

(20) Investments in joint ventures and similar entities having an aggregate fair market value, when taken together with all other Investments made pursuant to this clause that are at the time outstanding, not to exceed the greater of $1,350.0 million and 5.0% of Total Assets at the time of such Investment (with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value);

(21) additional Investments having an aggregate fair market value, taken together with all other Investments made pursuant to this clause (21) that are at that time outstanding, not to exceed the greater of $1,100.0 million and 5.0% of Total Assets (with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value) plus the amount of any distributions, dividends, payments or other returns in respect of such Investments (without duplication for purposes of the covenant described in the section entitled "—Certain Covenants—Limitation on

Restricted Payments" of any amounts applied pursuant to clause (c) of the first paragraph of such covenant); *provided* that if such Investment is in Capital Stock of a Person that subsequently becomes a Restricted Subsidiary, such Investment shall thereafter be deemed permitted under clause (1) or (2) above and shall not be included as having been made pursuant to this clause (21);

(22) (i) any Investment in a Receivable Subsidiary or other Person, pursuant to the terms and conditions of a Qualified Receivables Transaction and (ii) any right to receive distributions or payments of fees related to a Qualified Receivables Transaction and any right to purchase assets of a Receivables Subsidiary in connection with a Qualified Receivables Transaction;

(23) Investments in connection with the Transactions;

(24) (a) any Investment in any captive insurance subsidiary in existence on the Issue Date or (b) in the event the Issuer or a Restricted Subsidiary will establish a Subsidiary for the purpose of insuring the healthcare business or facilities owned or operated by the Issuer, any Subsidiary or any physician employed by or on the medical staff of any such business or facility (the "*Insurance Subsidiary*"), Investments in an amount that do not exceed 150% of the minimum amount of capital required under the laws of the jurisdiction in which the Insurance Subsidiary is formed (other than any excess capital that would result in any unfavorable tax or reimbursement impact if distributed), and any Investment by such Insurance Subsidiary that is a legal investment for an insurance company under the laws of the jurisdiction in which the Insurance Subsidiary is formed and made in the ordinary course of business or consistent with past practice and rated in one of the four highest rating categories;

(25) Physician Support Obligations made by the Issuer or any Restricted Subsidiary;

(26) Investments made in connection with Hospital Swaps;

(27) any Investment pursuant to any customary buy/sell arrangements in favor of investors or joint venture parties in connection with syndications of healthcare facilities, including, without limitation, hospitals, ambulatory surgery centers, outpatient diagnostic centers or imaging centers; and

(28) any Investment in any Subsidiary or joint venture in connection with intercompany cash management arrangements or related activities arising in the ordinary course of business or consistent with past practice.

"*Permitted Liens*" means, with respect to any Person:

(1) Liens on assets or property of a Restricted Subsidiary that is not a Guarantor securing Indebtedness of any Restricted Subsidiary that is not a Guarantor;

(2) pledges, deposits or Liens under workmen's compensation laws, payroll taxes, unemployment insurance laws, social security laws or similar legislation, or insurance related obligations (including pledges or deposits securing liability to insurance carriers under insurance or self-insurance arrangements), or in connection with bids, tenders, completion guarantees, contracts (other than for borrowed money) or leases, or to secure utilities, licenses, public or statutory obligations, or to secure surety, indemnity, judgment, appeal or performance bonds, guarantees of government contracts (or other similar bonds, instruments or obligations), or as security for contested taxes or import or customs duties or for the payment of rent, or other obligations of like nature, in each case Incurred in the ordinary course of business or consistent with past practice;

(3) Liens imposed by law, including carriers', warehousemen's, mechanics', landlords', materialmen's, repairmen's, construction contractors' or other like Liens, in each case for sums not yet overdue for a period of more than 60 days or that are bonded or being contested in good faith by appropriate proceedings;

(4) Liens for Taxes which are not overdue for a period of more than 60 days or which are being contested in good faith by appropriate proceedings; *provided* that appropriate reserves required pursuant to GAAP have been made in respect thereof;

(5) encumbrances, ground leases, easements (including reciprocal easement agreements), survey exceptions, or reservations of, or rights of others for, licenses, rights of way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning, building codes or other restrictions (including minor defects or irregularities in title and similar encumbrances) as to the use of real properties or Liens incidental to the conduct of the business of the Issuer and its Restricted Subsidiaries or to the ownership of their properties which do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of the Issuer and its Restricted Subsidiaries;

(6) Liens (a) on assets or property of the Issuer or any Restricted Subsidiary securing Hedging Obligations or Cash Management Services permitted under the Unsecured Notes Indenture; (b) that are contractual rights of set-off or, in the case of clause (i) or (ii) below, other bankers' Liens (i) relating to treasury, depository and cash management services or any automated clearing house transfers of funds in the ordinary course of business or consistent with past practice and not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business or consistent with past practice of the Issuer or any Subsidiary or (iii) relating to purchase orders and other agreements entered into with customers of the Issuer or any Restricted Subsidiary in the ordinary course of business or consistent with past practice; (c) on cash accounts securing Indebtedness incurred under clause (8)(c) of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Indebtedness" with financial institutions; (d) encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business or consistent with past practice and not for speculative purposes; and/or (e) (i) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection and (ii) in favor of a banking institution arising as a matter of law encumbering deposits (including the right of set-off) arising in the ordinary course of business or consistent with past practice in connection with the maintenance of such accounts and (iii) arising under customary general terms of the account bank in relation to any bank account maintained with such bank and attaching only to such account and the products and proceeds thereof, which Liens, in any event, do not to secure any Indebtedness;

(7) leases, licenses, subleases and sublicenses of assets (including real property and intellectual property rights), in each case entered into in the ordinary course of business or consistent with past practice;

(8) Liens arising out of judgments, decrees, orders or awards not giving rise to an Event of Default so long as (a) any appropriate legal proceedings which may have been duly initiated for the review of such judgment, decree, order or award have not been finally terminated, (b) the period within which such proceedings may be initiated has not expired or (c) no more than 60 days have passed after (i) such judgment, decree, order or award has become final or (ii) such period within which such proceedings may be initiated has expired;

(9) Liens (i) on assets or property of the Issuer or any Restricted Subsidiary for the purpose of securing Capitalized Lease Obligations, Purchase Money Obligations or the payment of all or a part of the purchase price of, or securing other Indebtedness Incurred to finance or refinance the acquisition, improvement or construction of, assets or property acquired or constructed in the ordinary course of business or consistent with past practice; *provided* that (a) the aggregate principal amount of Indebtedness secured by such Liens is otherwise permitted to be Incurred under clause (7) of the second paragraph of the covenant entitled "—Certain Covenants—Limitation on Indebtedness" and (b) any such Liens may not extend to any assets or property of the Issuer or any Restricted Subsidiary other than assets or property acquired, improved, constructed or leased with the proceeds of such Indebtedness and any improvements or accessions to such assets and property and (ii) on any interest or title of a lessor under any Capitalized Lease Obligations or operating lease with respect to the assets or property subject to such lease;

(10) Liens arising from Uniform Commercial Code financing statement filings (or similar filings in other applicable jurisdictions) regarding operating leases entered into by the Issuer and its Restricted Subsidiaries in the ordinary course of business or consistent with past practice;

(11) Liens existing on the Issue Date, excluding Liens securing the Credit Agreement or the Existing Secured Notes;

(12) Liens on property, other assets or shares of stock of a Person at the time such Person becomes a Restricted Subsidiary (or at the time the Issuer or a Restricted Subsidiary acquires such property, other assets or shares of stock, including any acquisition by means of a merger, consolidation or other business combination transaction with or into the Issuer or any Restricted Subsidiary); *provided*, *however*, that such Liens are not created, Incurred or assumed in anticipation of or in connection with such other Person becoming a Restricted Subsidiary (or such acquisition of such property, other assets or stock); *provided*, *further*, that such Liens are limited to all or part of the same property, other assets or stock (plus improvements, accession, proceeds or dividends or distributions in connection with the original property, other assets or stock) that secured (or, under the written arrangements under which such Liens arose, could secure) the obligations to which such Liens relate;

(13) Liens on assets or property of the Issuer or any Restricted Subsidiary securing Indebtedness or other obligations of the Issuer or such Restricted Subsidiary owing to the Issuer or a Subsidiary Guarantor, or Liens in favor of the Issuer or any Subsidiary Guarantor;

(14) Liens securing Refinancing Indebtedness Incurred to refinance Indebtedness that was previously so secured, and permitted to be secured under clauses (9), (11), (12), (13), (14) and (30) of this paragraph; *provided* that any such Lien is limited to all or part of the same property or assets (plus improvements, accessions, proceeds or dividends or distributions in respect thereof) that secured (or, under the written arrangements under which the original Lien arose, could secure) the Indebtedness being refinanced;

(15) (a) mortgages, liens, security interests, restrictions, encumbrances or any other matters of record that have been placed by any government, statutory or regulatory authority, developer, landlord or other third party on property over which the Issuer or any Restricted Subsidiary of the Issuer has easement rights or on any leased property and subordination or similar arrangements relating thereto and (b) any condemnation or eminent domain proceedings affecting any real property;

(16) any encumbrance or restriction (including put and call arrangements) with respect to Capital Stock of any joint venture or similar arrangement pursuant to any joint venture or similar agreement;

(17) Liens on property or assets under construction (and related rights) in favor of a contractor or developer or arising from progress or partial payments by a third party relating to such property or assets;

(18) Liens arising out of conditional sale, title retention, hire purchase, consignment or similar arrangements for the sale of goods entered into in the ordinary course of business or consistent with past practice;

(19) Liens securing Indebtedness Incurred under Credit Facilities, including any letter of credit facility relating thereto, in each case that was permitted by the terms of the Unsecured Notes Indenture to be Incurred pursuant to clause (1) of the second paragraph under "—Certain Covenants—Limitation on Indebtedness"*;*

(20) Liens to secure Indebtedness of any Non-Guarantor permitted by clause (11) of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Indebtedness" covering only the assets of such Non-Guarantor;

(21) Liens on Capital Stock of any Unrestricted Subsidiary that secure Indebtedness of such Unrestricted Subsidiary;

(22) any security granted over the marketable securities portfolio described in clause (9) of the definition of "—Cash Equivalents" in connection with the disposal thereof to a third party;

(23) Liens on specific items of inventory of other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(24) Liens on equipment of the Issuer or any Restricted Subsidiary and located on the premises of any client or supplier in the ordinary course of business or consistent with past practice;

(25) Liens on assets or securities deemed to arise in connection with and solely as a result of the execution, delivery or performance of contracts to sell such assets or securities if such sale is otherwise permitted by the Unsecured Notes Indenture;

(26) Liens arising by operation of law or contract on insurance policies and the proceeds thereof to secure premiums thereunder, and Liens, pledges and deposits in the ordinary course of business or consistent with past practice securing liability for premiums or reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefits of) insurance carriers;

(27) Liens solely on any cash earnest money deposits made in connection with any letter of intent or purchase agreement permitted under the Unsecured Notes Indenture;

(28) Liens (i) on cash advances in favor of the seller of any property to be acquired in an Investment permitted pursuant to Permitted Investments to be applied against the purchase price for such Investment, and (ii) consisting of an agreement to sell any property in an asset sale permitted under the covenant described under "—Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock," in each case, solely to the extent such Investment or asset sale, as the case may be, would have been permitted on the date of the creation of such Lien;

(29) Liens securing Indebtedness and other obligations in an aggregate principal amount not to exceed the greater of (a) $1,100.0 million and (b) 4.0% Total Assets at any one time outstanding;

(30) Liens Incurred to secure Obligations in respect of any Indebtedness permitted to be Incurred pursuant to the covenant described under "—Certain Covenants—Limitation on Indebtedness"; *provided* that at the time of Incurrence and after giving pro forma effect thereto, the Consolidated Total Secured Leverage Ratio would be no greater than 4.25 to 1.00;

(31) Liens on assets of a Receivables Subsidiary and other customary Liens established pursuant to a Qualified Receivables Transaction; or

(32) Liens securing any Obligations in respect of the Unsecured Notes issued on the Issue Date prior to the Escrow Release (as defined in the Unsecured Notes Indenture), including, for the avoidance of doubt, obligations in respect of the Unsecured Note Guarantee.

For purposes of this definition, the term Indebtedness shall be deemed to include interest on such Indebtedness including interest which increases the principal amount of such Indebtedness.

"*Person"* means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company, government or any agency or political subdivision thereof or any other entity.

"*Physician Support Obligation*" means (1) a loan to or on behalf of, or a Guarantee of Indebtedness of or income of, a physician or healthcare professional providing service to patients in the service area of a Hospital operated by the Issuer, any of its Restricted Subsidiaries or any affiliated joint venture otherwise permitted by the Unsecured Notes Indenture made or given by the Issuer or any Subsidiary of the Issuer (A) in the ordinary course of business or consistent with past practice and (B) pursuant to a written agreement having a period not to exceed five years or (2) Guarantees by the Issuer or any Restricted Subsidiary of leases and loans to acquire property (real or personal) for or on behalf of a physician or healthcare professional providing service to patients in the service area of a Hospital operated by the Issuer, any of its Restricted Subsidiaries or any affiliated joint venture otherwise permitted by the Unsecured Notes Indenture.

"*Post-Petition Interest*" means any interest or entitlement to fees or expenses or other charges that accrue after the commencement of any bankruptcy or insolvency proceeding, whether or not allowed or allowable as a claim in any such bankruptcy or insolvency proceeding.

"*Preferred Stock*," as applied to the Capital Stock of any Person, means Capital Stock of any class or classes (however designated) which is preferred as to the payment of dividends or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over shares of Capital Stock of any other class of such Person.

"*Purchase Money Obligations*" means any Indebtedness Incurred to finance or refinance the acquisition, leasing, construction or improvement of property (real or personal) or assets (including Capital Stock), and whether acquired through the direct acquisition of such property or assets or the acquisition of the Capital Stock of any Person owning such property or assets, or otherwise.

"*Qualified Receivables Transaction*" means any transaction or series of transactions that may be entered into by the Issuer or any Restricted Subsidiary pursuant to which the Issuer or any Restricted Subsidiary may sell, convey or otherwise transfer pursuant to customary terms to a Receivables Subsidiary or any other Person or grants a security interest in, any accounts receivable (whether now existing or arising in the future) of the Issuer or any of its Restricted Subsidiaries, and any assets related thereto, including all collateral securing such accounts receivable, all contracts and all guarantees or other obligations in respect of such accounts receivable, all proceeds of such accounts receivable and other assets that are customarily transferred or in respect of which security interests are customarily granted in connection with sales, factoring or securitization transactions involving accounts receivable.

"*Receivables Subsidiary*" means any special purpose Wholly Owned Domestic Subsidiary of the Issuer (i) that acquires accounts receivable generated by the Issuer or any of its Subsidiaries, (ii) that engages in no operations or activities other than those related to a Qualified Receivables Transaction and (iii) except pursuant to Standard Securitization Undertakings, (x) no portion of the obligations (contingent or otherwise) of which is recourse to or obligates the Issuer or any of its Restricted Subsidiaries in any way, and (y) with which neither the Issuer nor any of its Restricted Subsidiaries has any contract, agreement, arrangement or understanding other than on terms no less favorable to the Issuer or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of the Issuer.

"*Receivables Transaction Amount*" means, with respect to any Qualified Receivables Transaction, (a) in the case of any securitization, the amount of obligations outstanding under the legal documents entered into as part of such Qualified Receivables Transaction on any date of determination that would be characterized as principal if such Qualified Receivables Transaction were structured as a secured lending transaction rather than as a purchase and (b) in the case of any other sale or factoring of accounts receivable, the cash purchase price paid by the buyer in connection with its purchase of such accounts receivable (including any bills of exchange) less the amount of collections received in respect of such accounts receivable and paid to such buyer, excluding any amounts applied to purchase fees or discount or in the nature of interest, in each case as determined in good faith and in a consistent and commercially reasonable manner by the Issuer.

"*Refinance*" means refinance, refund, replace, renew, repay, modify, restate, defer, substitute, supplement, reissue, resell, extend or increase (including pursuant to any defeasance or discharge mechanism) and the terms "*refinances*," "*refinanced*" and "*refinancing*" as used for any purpose in the Unsecured Notes Indenture shall have a correlative meaning.

"*Refinancing Indebtedness*" means Indebtedness that is Incurred to refund, refinance, replace, exchange, renew, repay or extend (including pursuant to any defeasance or discharge mechanism) any Indebtedness existing on the Issue Date or Incurred in compliance with the Unsecured Notes Indenture (including Indebtedness of the

Issuer that refinances Indebtedness of any Restricted Subsidiary and Indebtedness of any Subsidiary Guarantor that refinances Indebtedness of the Issuer or another Restricted Subsidiary) including Indebtedness that refinances Refinancing Indebtedness; *provided*, *however*, that:

(1) (a) such Refinancing Indebtedness has a Stated Maturity no earlier than the Stated Maturity of the Indebtedness being refinanced, (b) such Refinancing Indebtedness has a Weighted Average Life to Maturity at the time such Refinancing Indebtedness is Incurred which is not less than the remaining Weighted Average Life to Maturity of the Indebtedness, Disqualified Stock or Preferred Stock being refunded or refinanced; and (c) to the extent such Refinancing Indebtedness refinances Subordinated Indebtedness, Disqualified Stock or Preferred Stock, such Refinancing Indebtedness is Subordinated Indebtedness, Disqualified Stock or Preferred Stock;

(2) Refinancing Indebtedness shall not include:

  (i) Indebtedness, Disqualified Stock or Preferred Stock of a Subsidiary of the Issuer that is not a Guarantor that refinances Indebtedness, Disqualified Stock or Preferred Stock of the Issuer or a Guarantor; or

  (ii) Indebtedness, Disqualified Stock or Preferred Stock of the Issuer or a Restricted Subsidiary that refinances Indebtedness, Disqualified Stock or Preferred Stock of an Unrestricted Subsidiary; and

(3) such Refinancing Indebtedness has an aggregate principal amount (or if Incurred with original issue discount, an aggregate issue price) that is equal to or less than the aggregate principal amount (or if Incurred with original issue discount, the aggregate accreted value) then outstanding (plus fees and expenses, including any premium and defeasance costs) under the Indebtedness being Refinanced.

"*Related Taxes*" means:

(1) any Taxes, including sales, use, transfer, rental, *ad valorem*, value added, stamp, property, consumption, franchise, license, capital, registration, business, customs, net worth, gross receipts, excise, occupancy, intangibles or similar Taxes (other than (x) Taxes measured by income and (y) withholding imposed on payments made by any Parent Entity), required to be paid (*provided* such Taxes are in fact paid) by any Parent Entity by virtue of its:

  (a) being organized or having Capital Stock outstanding (but not by virtue of owning stock or other equity interests of any corporation or other entity other than, directly or indirectly, the Issuer or any of the Issuer's Subsidiaries);

  (b) being a holding company parent, directly or indirectly, of the Issuer or any of the Issuer's Subsidiaries;

  (c) receiving dividends from or other distributions in respect of the Capital Stock of, directly or indirectly, the Issuer or any of the Issuer's Subsidiaries; or

  (d) having made any payment in respect to any of the items for which the Issuer is permitted to make payments to any Parent Entity pursuant to "—Certain Covenants—Limitation on Restricted Payments"; or

(2) if and for so long as the Issuer is a member of a group filing a consolidated or combined tax return with any Parent Entity, any Taxes measured by income for which such Parent Entity is liable up to an amount not to exceed with respect to such Taxes the amount of any such Taxes that the Issuer and its Subsidiaries would have been required to pay on a separate company basis or on a consolidated basis if the Issuer and its Subsidiaries had paid Tax on a consolidated, combined, group, affiliated or unitary basis on behalf of an affiliated group consisting only of the Issuer and its Subsidiaries.

"*Restricted Investment*" means any Investment other than a Permitted Investment.

"*Restricted Subsidiary*" means any Subsidiary of the Issuer other than an Unrestricted Subsidiary.

"*RP Reference Date*" means July 25, 2007.

"*S&P*" means Standard & Poor's Investors Ratings Services or any of its successors or assigns that is a Nationally Recognized Statistical Rating Organization.

"*Sale and Leaseback Transaction*" means any arrangement providing for the leasing by the Issuer or any of its Restricted Subsidiaries of any real or tangible personal property, which property has been or is to be sold or transferred by the Issuer or such Restricted Subsidiary to a third Person in contemplation of such leasing.

"*SEC*" means the U.S. Securities and Exchange Commission or any successor thereto.

"*Secured Indebtedness*" means any Indebtedness secured by a Lien other than Indebtedness with respect to Cash Management Services.

"*Secured Notes*" means the $1,000,000,000 aggregate principal amount of 5.125% senior notes due 2021 issued on the Issue Date.

"*Securities Act*" means the U.S. Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder, as amended.

"*Senior Indebtedness*" means Indebtedness of the Issuer which ranks equally in right of payment to the Unsecured Notes or of any Guarantor if such Indebtedness ranks equally in right of payment to the Unsecured Note Guarantee of such Guarantor.

"*Significant Subsidiary*" means any Restricted Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such regulation is in effect on the Issue Date.

"*Similar Business*" means (a) any businesses, services or activities engaged in by the Issuer or any of its Subsidiaries or any Associates on the Issue Date, including any businesses affiliated or associated with a Hospital or any business related or ancillary to the provision of healthcare services or information or the investment in, or the management, leasing or operation of, any of the foregoing, and (b) any businesses, services and activities engaged in by the Issuer or any of its Subsidiaries or any Associates that are related, complementary, incidental, ancillary or similar to any of the foregoing or are extensions or developments of any thereof.

"*Spinout Subsidiary*" means an Unrestricted Subsidiary that is formed for the purpose of acquiring property of Holdings, the Issuer or any Subsidiary in connection with a Spinout Transaction.

"*Spinout Transaction*" means the contribution or other transfer by Holdings, the Issuer or any Restricted Subsidiary of property (including Capital Stock) owned by it to any Spinout Subsidiary and the subsequent distribution of the Capital Stock of such Spinout Subsidiary to the equity holders of Holdings; *provided* that such contribution or other transfer of property to a Spinout Subsidiary is made under and permitted by clause (21) of the covenant described under "Certain Covenants—Limitation on Restricted Payments".

"*Standard Securitization Undertakings*" means all representations, warranties, covenants and indemnities entered into by the Issuer or any Restricted Subsidiary which are customary in securitization transactions involving accounts receivable.

"*Stated Maturity*" means, with respect to any Indebtedness, the date specified in such Indebtedness as the fixed date on which the payment of principal of such Indebtedness is due and payable, including pursuant to any mandatory redemption provision, but shall not include any contingent obligations to repay, redeem or repurchase any such principal prior to the date originally scheduled for the payment thereof.

"*Subordinated Indebtedness*" means, with respect to any person, any Indebtedness (whether outstanding on the Issue Date or thereafter Incurred) which is expressly subordinated in right of payment to the Unsecured Notes pursuant to a written agreement.

"*Subsidiary*" means, with respect to any Person:

(1) any corporation, association, or other business entity (other than a partnership, joint venture, limited liability company or similar entity) of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time of determination owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof; or

(2) any partnership, joint venture, limited liability company or similar entity of which:

(a) more than 50% of the capital accounts, distribution rights, total equity and voting interests or general or limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof whether in the form of membership, general, special or limited partnership interests or otherwise; and

(b) such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

"*Subsidiary Guarantor*" means any Guarantor that is a Subsidiary of Finco.

"*Taxes*" means all present and future taxes, levies, imposts, deductions, charges, duties and withholdings and any charges of a similar nature (including interest, penalties and other liabilities with respect thereto) that are imposed by any government or other taxing authority.

"*TIA*" means the Trust Indenture Act of 1939, as amended.

"*Total Assets*" means, as of any date, the total consolidated assets of the Issuer and its Restricted Subsidiaries on a consolidated basis, as shown on the most recent consolidated balance sheet of the Issuer and its Restricted Subsidiaries, determined on a pro forma basis in a manner consistent with the pro forma basis contained in the definition of Fixed Charge Coverage Ratio.

"*Transaction Expenses*" means any fees or expenses incurred or paid by FWCT-2 Acquisition Corporation, Holdings, the Issuer or any Restricted Subsidiary in connection with the Transactions.

"*Transactions"* means the transactions contemplated by the Merger Agreement, the issuance of the notes contemplated by this offering memorandum and borrowings under the Credit Agreement as in effect on the Issue Date.

"*Unrestricted Subsidiary*" means:

(1) any Subsidiary of the Issuer that at the time of determination is an Unrestricted Subsidiary (as designated by the Board of Directors of the Issuer in the manner provided below); and

(2) any Subsidiary of an Unrestricted Subsidiary.

The Board of Directors of the Issuer may designate any Subsidiary of the Issuer (including any newly acquired or newly formed Subsidiary or a Person becoming a Subsidiary through merger, consolidation or other business combination transaction, or Investment therein) to be an Unrestricted Subsidiary only if:

(1) such Subsidiary or any of its Subsidiaries does not own any Capital Stock or Indebtedness of, or own or hold any Lien on any property of, the Issuer or any other Subsidiary of the Issuer which is not a Subsidiary of the Subsidiary to be so designated or otherwise an Unrestricted Subsidiary; and

(2) such designation and the Investment of the Issuer in such Subsidiary complies with "—Certain Covenants—Limitation on Restricted Payments."

"*Unsecured Exchange Notes*" means any Unsecured notes issued in exchange for Unsecured Notes pursuant to the Unsecured Notes Registration Rights Agreement or similar agreement.

"*Unsecured Notes Registration Rights Agreement*" means (i) the Registration Rights Agreement related to the Unsecured Notes, dated as of the Issue Date, among the Escrow Sub and the representatives of the Initial Purchasers, as amended or supplemented (including by the joinder of Finco and the Guarantors on the Issue Date), and (ii) any other registration rights agreement entered into in connection with the issuance of Additional Unsecured Notes in a private offering by the Issuer after the Issue Date.

"*U.S. Government Obligations*" means securities that are (1) direct obligations of the United States of America for the timely payment of which its full faith and credit is pledged or (2) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America the timely payment of which is unconditionally Guaranteed as a full faith and credit obligation of the United States of America, which, in either case, are not callable or redeemable at the option of the issuers thereof, and shall also include a depositary receipt issued by a bank (as defined in Section 3(a)(2) of the Securities Act), as custodian with respect to any such U.S. Government Obligations or a specific payment of principal of or interest on any such U.S. Government Obligations held by such custodian for the account of the holder of such depositary receipt, *provided* that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depositary receipt from any amount received by the custodian in respect of the U.S. Government Obligations or the specific payment of principal of or interest on the U.S. Government Obligations evidenced by such depositary receipt.

"*Voting Stock*" of a Person means all classes of Capital Stock of such Person then outstanding and normally entitled to vote in the election of directors.

"*Weighted Average Life to Maturity*" means, when applied to any Indebtedness, Disqualified Stock or Preferred Stock, as the case may be, at any date, the quotient obtained by dividing:

(1) the sum of the products of the number of years from the date of determination to the date of each successive scheduled principal payment of such Indebtedness or redemption or similar payment with respect to such Disqualified Stock or Preferred Stock multiplied by the amount of such payment, by

(2) the sum of all such payments.

"*Wholly Owned Domestic Subsidiary*" means a Domestic Subsidiary of the Issuer, all of the Capital Stock of which (other than directors' qualifying shares or shares required by any applicable law or regulation to be held by a Person other than the Issuer or another Domestic Subsidiary) is owned by the Issuer or another Domestic Subsidiary.

MATERIAL UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of the material United States federal income tax consequences of the exchange of Initial Notes for Exchange Notes in the exchange offers. This summary is based on the United States Internal Revenue Code of 1986, as amended (the "Code"), Treasury regulations thereunder and administrative interpretations and judicial decisions, all as in effect on the date of this prospectus and all of which are subject to change, with possible retroactive effect. No opinion of counsel has been obtained, and the Company does not intend to seek a ruling from the United States Internal Revenue Service (the "IRS"), as to any of the tax consequences discussed below. There can be no assurance that the IRS will not challenge one or more of the tax consequences described below.

This summary does not purport to address all tax consequences that may be important to a particular holder in light of that holder's particular circumstances, and does not apply to persons subject to special treatment under United States federal income tax law (including, without limitation, a bank, governmental authority or agency, financial institution, insurance company, pass-through entity, tax-exempt organization, broker or dealer in securities or small business investment company, an employee of or other service provider to the Company or any of its subsidiaries, a person holding Initial Notes that are a hedge against, or that are hedged against, currency risk or that are part of a straddle, constructive sale or conversion transaction, a person that owns more than 10% of the common stock of the Company (actually or constructively), a person that is in bankruptcy or a regulated investment company or real estate investment trust). This summary assumes that each holder of an Initial Note holds such security as a "capital asset" within the meaning of Section 1221 of the Code. Additionally, this summary does not discuss any tax consequences that may arise under any laws other than United States federal income tax law, including under federal estate and gift tax laws or state, local or non-United States tax law.

The United States federal income tax consequences to a partner in an entity or arrangement treated as a partnership for United States federal income tax purposes that holds an Initial Note generally will depend on the status of the partner and the activities of the partner and the partnership. A partnership, or a partner in a partnership, holding Initial Notes should consult its own tax advisor.

THIS SUMMARY IS NOT INTENDED TO CONSTITUTE A COMPLETE ANALYSIS OF ALL TAX CONSIDERATIONS RELEVANT TO A PARTICULAR HOLDER. ACCORDINGLY, THE FOLLOWING SUMMARY OF MATERIAL UNITED STATES FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER. YOU ARE URGED TO CONSULT YOUR OWN TAX ADVISOR FOR THE FEDERAL, STATE, LOCAL AND OTHER TAX CONSEQUENCES APPLICABLE TO THE TRANSACTIONS DESCRIBED IN THIS REGISTRATION STATEMENT.

Consequences of Tendering Initial Notes

The exchange of your Initial Notes for Exchange Notes in the exchange offers should not constitute an exchange for United States federal income tax purposes because the Exchange Notes should not be considered to differ materially in kind or extent from the Initial Notes exchanged therefor. Accordingly, the exchange offers should have no United States federal income tax consequences to you if you exchange your Initial Notes for Exchange Notes and the Exchange Notes you receive should be treated as a continuation of your investment in the Initial Notes. Consequently, there should be no change in your tax basis and your holding period should carry over to the Exchange Notes. In addition, the United States federal income tax consequences of holding and disposing of your Exchange Notes should be the same as those applicable to your Initial Notes.

PLAN OF DISTRIBUTION

Each broker-dealer that receives Exchange Notes for its own account pursuant to the exchange offers must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Notes received in exchange for Initial Notes where such Initial Notes were acquired as a result of market-making activities or other trading activities. The Company has agreed that, for a period of 180 days after the expiration date, it will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. In addition, until , 201 (90 days after the date of this prospectus), all dealers effecting transactions in the Exchange Notes may be required to deliver a prospectus.

The Company will not receive any proceeds from any sale of Exchange Notes by broker-dealers. Exchange Notes received by broker-dealers for their own account pursuant to the exchange offers may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the Exchange Notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such Exchange Notes. Any broker-dealer that resells Exchange Notes that were received by it for its own account pursuant to the exchange offers and any broker or dealer that participates in a distribution of such Exchange Notes may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit on any such resale of Exchange Notes and any commission or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

For a period of 180 days after the expiration date the Company will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests such documents in the letter of transmittal. The Company has agreed to pay all expenses incident to the exchange offers (including the expenses of one counsel for the holders of the notes) other than commissions or concessions of any brokers or dealers and will indemnify the holders of the notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

LEGAL MATTERS

The validity of the Exchange Notes and the guarantees thereof will be passed upon for us by Hodgson Russ LLP, New York, New York. Certain matters of Alabama, Mississippi and North Carolina law will be passed upon for us by Bradley Arant Boult Cummings LLP. Certain matters of Arkansas law will be passed upon for us by Kutak Rock LLP. Certain matters of Arizona law will be passed upon for us by Snell & Wilmer L.L.P. Certain legal matters relating to Delaware and Tennessee law will be passed upon for us by Bass, Berry & Sims PLC. Certain matters of Florida law will be passed upon for us by Buchanan Ingersoll & Rooney PC | Fowler White Boggs. Certain matters of Georgia law will be passed upon for us by King & Spalding LLP. Certain matters of Illinois law will be passed upon for us by McGuireWoods LLP. Certain matters of Indiana, Kentucky and Ohio law will be passed upon for us by Bingham Greenebaum Doll LLP. Certain matters of Missouri law will be passed upon for us by Husch Blackwell LLP. Certain matters of New Jersey, Pennsylvania and Utah law will be passed upon for us by Ballard Spahr LLP. Certain matters of New Mexico law will be passed upon for us by Montgomery & Andrews, P.A. Certain matters of Nevada law will be passed upon for us by Lionel Sawyer & Collins. Certain matters of Oklahoma law will be passed upon for us by McAfee & Taft A Professional Corporation. Certain matters of South Carolina law will be passed upon for us by Parker Poe Adams & Bernstein LLP. Certain matters of Texas law will be passed upon for us by Liechty & McGinnis, LLP. Certain matters of Virginia law will be passed upon for us by Hancock, Daniel, Johnson & Nagle, P.C. Certain matters of Washington law will be passed upon for us by Witherspoon, Kelley, Davenport & Toole, P.S. Certain matters of West Virginia law will be passed upon for us by Steptoe & Johnson LLP. Certain matters of Wyoming law will be passed upon for us by Crowley Fleck PLLP.

EXPERTS

The consolidated financial statements, and the related consolidated financial statement schedule, of Community Health Systems, Inc. and its subsidiaries as of December 31, 2013 and 2012 and for each of the three years in the period ended December 31, 2013 appearing in Community Health Systems, Inc.'s Current Report on Form 8-K filed with the Securities and Exchange Commission on September 17, 2014 and the effectiveness of Community Health Systems, Inc.'s internal control over financial reporting as of December 31, 2013, appearing in Community Health Systems, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2013 have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as set forth in their reports thereon, included therein, and incorporated herein by reference. Such consolidated financial statements and consolidated financial statement schedule are incorporated herein by reference upon such reports given on the authority of such firm as experts in accounting and auditing.

The consolidated financial statements of Health Management Associates, Inc. as of December 31, 2013 and 2012 and for each of the three years in the period ended December 31, 2013, appearing in Community Health Systems, Inc.'s Current Report on Form 8-K dated April 10, 2014, have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their report included therein, and incorporated herein by reference. Such financial statements have been incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

INCORPORATION BY REFERENCE OF CERTAIN DOCUMENTS

This prospectus incorporates by reference information from documents filed with the SEC, which means that we are disclosing important information to you by referring you to those documents. This prospectus incorporates by reference the documents and reports listed below that have been filed by Community Health Systems, Inc. with the SEC (other than documents or information deemed to have been furnished and not filed in accordance with the SEC's rules, including Current Reports on Form 8-K furnished under Item 2.02 and Item 7.01 (including any financial statements or exhibits relating thereto furnished pursuant to Item 9.01)):

- Annual Report on Form 10-K for the fiscal year ended December 31, 2013 (the "Annual Report"), filed with the SEC on February 26, 2014;
- The portion of our Definitive Proxy Statement filed with the SEC on April 4, 2014 that is incorporated into Part III of the Annual Report;

- Quarterly Reports on Form 10-Q for the quarter ended March 31, 2014, filed with the SEC on May 7, 2014 and for the quarter ended June 30, 2014, filed with the SEC on August 1, 2014; and
- Current Reports on Form 8-K, filed on January 7, 2014, January 10, 2014, January 23, 2014, January 28, 2014 (as amended by the Current Report on Form 8-K filed on April 10, 2014), January 30, 2014, March 3, 2014, April 1, 2014, May 22, 2014, August 18, 2014 and September 17, 2014.

We also incorporate by reference the information contained in all other documents we file with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act (other than portions of these documents that are furnished under Item 2.02 or Item 7.01 of a Current Report on Form 8-K, unless otherwise indicated therein) after the filing of the initial registration statement to which this prospectus relates and prior to the termination of the exchange offers. The information contained in any such document will be considered part of this prospectus from the date the document is filed with the SEC. We make available free of charge, through the investor relations section of our website, www.chs.net/investor, annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K as well as amendments to those reports, as soon as reasonably practical after they are filed with the SEC. You may also request free copies of these filings by telephoning us at (615) 465-7000 or writing us at the following address: Community Health Systems, Inc., 4000 Meridian Boulevard, Franklin, TN 37067, Attention: Investor Relations.

You will be deemed to have notice of all information incorporated by reference in this prospectus as if that information was reproduced herein.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

You will find additional information about us in our SEC filings. Our SEC filings may also be inspected and copied at the SEC's Public Reference Room, 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC also maintains an Internet site (http://www.sec.gov) that contains reports, proxy and information statements, and other information regarding issuers who file electronically with the SEC.

CHS/Community Health Systems, Inc.

Offers to Exchange

5.125% Senior Secured Notes due 2021

and

6.875% Senior Notes due 2022

PROSPECTUS

, 2014

We have not authorized any dealer, salesperson or other person to give any information or represent anything to you other than the information contained in this prospectus. You may not rely on unauthorized information or representations.

This prospectus does not offer to sell or ask for offers to buy any of the securities in any jurisdiction where it is unlawful, where the person making the offer is not qualified to do so, or to any person who cannot legally be offered the securities.

The information in this prospectus is current only as of the date on its cover, and may change after that date. For any time after the cover date of this prospectus, we do not represent that our affairs are the same as described or that the information in this prospectus is correct, nor do we imply those things by delivering this prospectus or selling securities to you.

Until (90 days after the date of this prospectus), all dealers that effect transactions in these securities, whether or not participating in the exchange offers may be required to deliver a prospectus. This is in addition to the dealers' obligations to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers.

Alabama

Anniston HMA LLC, Centre Hospital Corporation, Foley Hospital Corporation, Fort Payne Hospital Corporation, Greenville Hospital Corporation and QHG of Enterprise, Inc. are all incorporated or organized under the laws of the State of Alabama.

Section 10A-5-1.04 of the Alabama Limited Liability Company Law permits, unless the certificate of formation provides otherwise, a limited liability company to (i) indemnify a member or manager or employee or former member, manager or employee of the limited liability company against expenses actually and reasonably incurred in connection with the defense of an action, suit or proceeding, in which such person is made a party by reason of being or having been a member, manager or employee, except in relation to matters as to which such person is determined to be liable for negligence or misconduct in the performance of duty; and (ii) to make any other indemnification that is authorized by its governing documents or by resolution by the members.

Section 10A-2-8.51 of the Alabama Business Corporation Law allows corporations to indemnify an individual made a party to a proceeding because he or she is or was a director, officer, employee or agent against liability incurred in the proceeding if: (i) the individual conducted himself or herself in good faith; (ii) the individual reasonably believed, in the case of conduct in official capacity with the corporation, that the conduct was in its best interests and in all other cases, that the conduct was at least not opposed to its best interests; and (iii) in the case of any criminal proceeding, the individual had no reasonable cause to believe his or her conduct was unlawful. A corporation may not indemnify an individual if the individual was adjudged liable to the corporation or liable on the basis that personal benefit was improperly received by him or her.

Section 10A-2-8.52 of the Alabama Business Corporation Law requires corporations to indemnify a director or officer who was successful in the defense of any proceeding, where he or she was a party because he or she is or was a director or officer of the corporation, against reasonable expenses incurred in connection therewith.

The Operating Agreement of Anniston HMA, LLC provides for the indemnification of any officer or director of the company against liability incurred in connection with any and all claims and demands arising by reason of the fact that such person is or was a director or officer of the company, or is or was serving at the request of the company, provided the director or officer acted in good faith with the care an officer of an Alabama corporation would exercise under similar circumstances, in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding had no reasonable cause to believe his or her conduct was unlawful.

The Articles of Incorporation of each of Centre Hospital Corporation, Foley Hospital Corporation, Fort Payne Hospital Corporation and Greenville Hospital corporation provide for the indemnification of directors and officers, as well as agents and employees if authorized by the Board of Directors, to the fullest extent permitted by the Alabama Business Corporation Act.

The bylaws of each of Centre Hospital Corporation, Foley Hospital Corporation, Fort Payne Hospital Corporation and Greenville Hospital Corporation provide for the indemnification of directors and officers and agents to the fullest extent permitted by the Alabama Business Corporation Act.

The bylaws of QHG of Enterprise, Inc. provide for the indemnification of directors and officers to the fullest extent permitted by the laws of the state in which indemnification is sought.

Arizona

Bullhead City Hospital Corporation and Payson Hospital Corporation are incorporated under the laws of the State of Arizona.

Section 10-851 of the Arizona Business Corporations Act ("ABCA") permits a corporation to indemnify an individual made a party to a proceeding because the individual is or was a director against liability incurred in the proceeding if all of the following conditions exist: (a) the individual's conduct was in good faith; (b) the individual reasonably believed in the case of conduct in an official capacity with the corporation, that the conduct was in its best interests and in all other cases, that the conduct was at least not opposed to its best interests; and (c) in the case of any criminal proceedings, the individual had no reasonable cause to believe the conduct was unlawful. Section 10-851 also permits a corporation to indemnify an individual made a party to a proceeding because the director engaged in conduct for which broader indemnification has been made permissible or obligatory under a provision of the articles of incorporation pursuant to section 10-202, subsection B, paragraph 2 of the Arizona Revised Statutes. The termination of a proceeding by judgment, order, settlement or conviction or on a plea of no contest or its equivalent is not of itself determinative that the director did not meet the standard of conduct described in this section. Under Arizona Revised Statutes, a corporation may not indemnify a director under this section either: (a) in connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation or (b) in connection with any other proceeding charging improper financial benefit to the director, whether or not involving action in the director's official capacity, in which the director was adjudged liable on the basis that financial benefit was improperly received by the director. Indemnification permitted under this section in connection with a proceeding by or in the right of the corporation is limited to reasonable expenses incurred in connection with the proceeding.

Under Section 10-856 of the ABCA, a corporation may indemnify and advance expenses to an officer of the corporation who is a party to a proceeding because the individual is or was an officer of the corporation: (1) to the same extent as a director and (2) if the individual is an officer but not a director, or if the officer is also a director, but the basis on which the officer is made a party to the proceeding is an act or omission solely as an officer, to the further extent as may be provided by the articles of incorporation, the bylaws, a resolution of the board of directors, or a contract, except for (a) liability in connection with a proceeding by or in the right of the corporation other than for reasonable expenses incurred in connection with the proceeding and (b) liability arising out of conduct that constitutes (i) receipt of a financial benefit to which the officer is not entitled, (ii) an intentional infliction of harm on the corporation or the shareholders, or (iii) an intentional violation of criminal law.

Under the ABCA, in order for a corporation to indemnify a director or officer, except in a case where such indemnification is mandatory or upon a court order as described below, a majority of the corporation's disinterested directors, special legal counsel, or the shareholders must find that the individual met the applicable standard of conduct. Indemnification under the ABCA is permissive, except in the event of a successful defense, in which case a director or officer must be indemnified against reasonable expenses incurred in connection with the proceeding unless such indemnification is limited by the articles of incorporation. In addition, the ABCA requires Arizona corporations to indemnify any "outside director" (a director who is not an officer, employee or holder of more than five percent of any class of the corporation's stock or the stock of any affiliate of the corporation) against liability unless (i) the corporation's articles of incorporation limit such indemnification, (ii) the director is adjudged liable in a proceeding for which indemnification is not allowed as described in the first paragraph above, or (iii) a court determines, before payment to the outside director, that the director failed to meet the applicable standard of conduct as described in the first paragraph above. With certain limitations, a court may also order that an individual be indemnified if the court finds that the individual is fairly and reasonably entitled to indemnification in view of all of the relevant circumstances, whether or not the individual has met the applicable standard of conduct or was adjudged liable as described in the first paragraph above.

The bylaws of each of Bullhead City Hospital Corporation and Payson Hospital Corporation provide for the indemnification of directors and officers to the fullest extent permitted by the Arizona Revised Statutes.

Arkansas

Forrest City Arkansas Hospital Company, LLC, Forrest City Hospital Corporation, Fort Smith HMA, LLC, MCSA, L.L.C., Phillips Hospital Corporation, QHG of Springdale, Inc., Triad-El Dorado, Inc. and Van Buren H.M.A., LLC are all incorporated or organized under the laws of the State of Arkansas.

Section 4-32-404 of Arkansas' Small Business Entity Tax Pass Through Act provides that a limited liability company's operating agreement may: (a) eliminate or limit the personal liability of a member or manager for monetary damages for breach of any duty provided for in Section 4-32-402 and (b) provide for indemnification of a member or manager for judgments, settlements, penalties, fines, or expenses incurred in a proceeding to which a person is a party because the person is or was a member or manager.

Section 4-27-850 of the Arkansas 1987 Business Corporation Act allows a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

The Operating Agreement of Forrest City Arkansas Hospital Company, LLC provides, to the fullest extent authorized by Arkansas' Small Business Entity Tax Pass Through Act, the company shall indemnify, save harmless, and pay all judgments and claims against a member of the company relating to any liability or damage incurred by reason of: (i) ownership of an interest in the Company, and (ii) any act performed or omitted to be performed by such member in connection with the business of the Company, in any case including attorneys' fees incurred by the member in connection with the defense of any action based on any of the foregoing.

The Amended and Restated Limited Liability Company Agreements of Fort Smith HMA, LLC and Van Buren H.M.A., LLC and the Third Amended and Restated Operating Agreement of MCSA, L.L.C. provide for the indemnification of any officer or director of the company from and against any and all reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines, (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement incurred by such person in connection with defending any threatened, pending, or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the company, or is or was serving at the request of the company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided the director or officer has acted in good faith with the care an officer of an Arkansas corporation of like position would exercise under similar circumstances, and in a manner reasonably believed by them to be in the best interests of the Company, and with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful.

The bylaws of Forrest City Hospital Corporation and Phillips Hospital Corporation provide that each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a

partnership, joint venture, trust or other enterprise, whether the basis of such suit or proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Arkansas Business Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such person in connection therewith, and such indemnifications shall continue with respect to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the person's heirs, executors and administrators; provided, however, that, except as otherwise provided with respect to suits or proceedings to enforce rights to indemnification, the corporation shall indemnify any such person only if such suit or proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such suit or proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Arkansas Business Corporation Act requires, an advancement of expenses incurred by a person shall be made only upon delivery to the corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such person is not entitled to be indemnified for such expenses under this section or otherwise.

The bylaws of QHG of Springdale, Inc. state that the corporation shall indemnify each present and future director and officer and any person who may serve at its request as a director or officer of another corporation to the extent required and to the extent permitted by the laws of the state in which indemnification is sought.

The bylaws of Triad–El Dorado, Inc. generally provide that the corporation shall indemnify its officers and directors against all reasonable expense incurred by them in defending claims or suits, irrespective of the time of occurrence of the claims or causes of action in such suits, made or brought against them as officers or directors of the corporation, and against all liability in such suits, except in such cases as involve gross negligence or willful misconduct in the performance of their duties.

Delaware

CHS/Community Health Systems, Inc., Community Health Systems, Inc., Abilene Hospital, LLC, Abilene Merger, LLC, Affinity Health Systems, LLC, Affinity Hospital, LLC, Berwick Hospital Company, LLC, Birmingham Holdings, LLC, Birmingham Holdings II, LLC, Bluefield Holdings, LLC, Bluefield Hospital Company, LLC, Blue Island Hospital Company, LLC, Blue Island Illinois Holdings, LLC, Bluffton Health System, LLC, Brownwood Hospital, L.P., Brownwood Medical Center, LLC, Bullhead City Hospital Investment Corporation, Carlsbad Medical Center, LLC, Carolinas JV Holdings General, LLC, Carolinas JV Holdings, L.P., Central Florida HMA Holdings, LLC, Central States HMA Holdings, LLC, CHHS Holdings, LLC, CHS Kentucky Holdings, LLC, CHS Pennsylvania Holdings, LLC, CHS Virginia Holdings, LLC, CHS Washington Holdings, LLC, Clarksville Holdings, LLC, Clarksville Holdings II, LLC, Cleveland Tennessee Hospital Company, LLC, College Station Hospital, L.P., College Station Medical Center, LLC, College Station Merger, LLC, Community GP Corp., Community Health Investment Company, LLC, Community LP Corp., CP Hospital GP, LLC, CPLP, LLC, Crestwood Hospital, LLC, Crestwood Hospital, LP, LLC, CSMC, LLC, CSRA Holdings, LLC, Deaconess Holdings, LLC, Deaconess Hospital Holdings, LLC, Desert Hospital Holdings, LLC, Detar Hospital, LLC, DHFW Holdings, LLC, DHSC, LLC, Dukes Health System, LLC, Fallbrook Hospital Corporation, Florida HMA Holdings, LLC, Gadsden Regional Medical Center, LLC, GRMC Holdings, LLC, Hallmark Healthcare Company, LLC, Health Management Associates, Inc., Health Management Associates, LP, Health Management General Partner I, LLC, Health Management General Partner, LLC, HMA Hospitals Holdings, LP, HMA Services GP, LLC, Hobbs Medco, LLC, Hospital of Barstow, Inc., Kirksville Hospital Company, LLC, Lancaster Hospital Corporation, Las Cruces Medical Center, LLC, Lea Regional Hospital, LLC, Lone Star HMA, L.P., Longview Clinic Operations Company, LLC, Longview Medical Center, L.P., Longview

Merger, LLC, LRH, LLC, Lutheran Health Network of Indiana, LLC, Massillon Community Health System LLC, Massillon Health System LLC, Massillon Holdings, LLC, McKenzie Tennessee Hospital Company, LLC, Medical Center of Brownwood, LLC, Merger Legacy Holdings, LLC, Mesquite HMA General, LLC, Mississippi HMA Holdings I, LLC, Mississippi HMA Holdings II, LLC, MMC of Nevada, LLC, Moberly Hospital Company, LLC, MWMC Holdings, LLC, Nanticoke Hospital Company, LLC, National Healthcare of Leesville, Inc., National Healthcare of Mt. Vernon, Inc., National Healthcare of Newport, Inc., Navarro Hospital, L.P., Navarro Regional, LLC, Northampton Hospital Company, LLC, Northwest Arkansas Hospitals, LLC, Northwest Hospital Company, LLC, NOV Holdings, LLC, NRH, LLC, Oro Valley Hospital, LLC, Palmer-Wasilla Health System, LLC, Peckville Hospital Company, LLC, Pennsylvania Hospital Company, LLC, Phoenixville Hospital Company, LLC, Pottstown Hospital Company, LLC, QHG Georgia Holdings II, LLC, QHG of Bluffton Company, LLC, QHG of Fort Wayne Company, LLC, QHG of Warsaw Company, LLC, Quorum Health Resources, LLC, Regional Hospital of Longview, LLC, Ruston Hospital Corporation, Ruston Louisiana Hospital Company, LLC, SACMC, LLC, San Angelo Community Medical Center, LLC, San Angelo Medical, LLC, Scranton Holdings, LLC, Scranton Hospital Company, LLC, Scranton Quincy Holdings, LLC, Scranton Quincy Hospital Company, LLC, Sharon Pennsylvania Holdings, LLC, Sharon Pennsylvania Hospital Company, LLC, Siloam Springs Arkansas Hospital Company, LLC, Siloam Springs Holdings, LLC, Southeast HMA Holdings, LLC, Southern Texas Medical Center, LLC, Southwest Florida HMA Holdings, LLC, Spokane Valley Washington Hospital Company, LLC, Spokane Washington Hospital Company, LLC, Tennessee HMA Holdings, LP, Tennyson Holdings, LLC, Tomball Texas Holdings, LLC, Tomball Texas Hospital Company, LLC, Triad Healthcare Corporation, Triad Holdings III, LLC, Triad Holdings IV, LLC, Triad Holdings V, LLC, Triad Nevada Holdings, LLC, Triad of Alabama, LLC, Triad of Oregon, LLC, Triad-ARMC, LLC, Triad-Navarro Regional Hospital Subsidiary, LLC, Tunkhannock Hospital Company, LLC, VHC Medical, LLC, Vicksburg Healthcare, LLC, Victoria Hospital, LLC, Victoria of Texas, L.P., Warren Ohio Hospital Company, LLC, Warren Ohio Rehab Hospital Company, LLC, Watsonville Hospital Corporation, Webb Hospital Corporation, Webb Hospital Holdings, LLC, Wesley Health System, LLC, West Grove Hospital Company, LLC, WHMC, LLC, Wilkes-Barre Behavioral Hospital Company, LLC, Wilkes-Barre Holdings, LLC, Wilkes-Barre Hospital Company, LLC, Women & Children's Hospital, LLC, Woodland Heights Medical Center, LLC, Woodward Health System, LLC, York Pennsylvania Holdings, LLC, York Pennsylvania Hospital Company, LLC and Youngstown Ohio Hospital Company, LLC are all incorporated or organized under the laws of the State of Delaware.

Section 17-108 of the Delaware Revised Uniform Limited Partnership Act provides that a partnership may, and shall have the power to, indemnify and hold harmless any partner or other person from and against any and all claims and demands whatsoever.

Section 18-108 of the Delaware Limited Liability Company Act provides that a limited liability company may, and shall have the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever.

Section 145 of the Delaware General Corporation Law, or the DGCL, provides that a corporation may indemnify any person, including an officer or director, who was or is, or is threatened to be made, a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was a director, officer, employee or agent of such corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of such corporation, and, with respect to any criminal actions and proceedings, had no reasonable cause to believe that his conduct was unlawful. A Delaware corporation may indemnify any person, including an officer or director, who was or is, or is threatened to be made, a party to any threatened, pending or contemplated action or suit by or in the right of such corporation, under the same conditions, except

that such indemnification is limited to expenses (including attorneys' fees) actually and reasonably incurred by such person, and except that no indemnification is permitted without judicial approval if such person is adjudged to be liable to such corporation. Where an officer or director of a corporation is successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to above, or any claim, issue or matter therein, the corporation must indemnify that person against the expenses (including attorneys' fees) which such officer or director actually and reasonably incurred in connection therewith.

The Limited Partnership Agreements of each of Brownwood Hospital, L.P., College Station Hospital, L.P., Lone Star HMA, L.P., Longview Medical Center, L.P., Navarro Hospital, L.P., and Victoria of Texas, L.P. provide, to the fullest extent authorized by the Delaware Revised Uniform Limited Partnership Act, for the indemnification of the General Partner of the companies from and against any and all claims and demands arising by reason of the fact that such person is, or was, General Partner of the companies. The Limited Partnership Agreement of Lone Star HMA, L.P. provides for the indemnification of the General Partner and the Limited Partner to the fullest extent authorized by the Delaware Revised Uniform Limited Partnership Act. The Limited Partnership Agreement of Longview Medical Center, L.P. provides for the indemnification of the General Partner from any liability or damage incurred or suffered by the General Partner in connection with any act or omission in connection with the partnership's business, except for any act or omission constituting willful misconduct or gross negligence. The Limited Partnership Agreements of Carolinas JV Holdings, L.P., Health Management Associates, LP, HMA Hospitals Holdings, LP and Tennessee HMA Holdings, LP are silent as to indemnification.

The Limited Liability Company Agreements of each of Abilene Hospital, LLC, Abilene Merger, LLC, Affinity Hospital, LLC, Birmingham Holdings, LLC, Bluffton Health System, LLC, Brownwood Medical Center, LLC, Carlsbad Medical Center, LLC, Clarksville Holdings, LLC, College Station Medical Center, LLC, College Station Merger, LLC, CP Hospital GP, LLC, CPLP, LLC, Crestwood Hospital, LLC, Crestwood Hospital, LP, LLC, CSMC, LLC, CSRA Holdings, LLC, Deaconess Holdings, LLC, Deaconess Hospital Holdings, LLC, Desert Hospital Holdings, LLC, Detar Hospital, LLC, DHSC, LLC, Dukes Health System, LLC, Gadsden Regional Medical Center, LLC, GRMC Holdings, LLC, Hobbs Medco, LLC, Las Cruces Medical Center, LLC, Lea Regional Hospital, LLC, Longview Merger, LLC, LRH, LLC, Lutheran Health Network of Indiana, LLC, Massillon Health System LLC, Medical Center of Brownwood, LLC, MMC of Nevada, LLC, Navarro Regional, LLC, Northwest Hospital Company LLC, NOV Holdings, LLC, NRH, LLC, Oro Valley Hospital, LLC, Palmer-Wasilla Health System, LLC, Regional Hospital of Longview, LLC, Ruston Louisiana Hospital Company, LLC, SACMC, LLC, San Angelo Community Medical Center, LLC, San Angelo Medical, LLC, Southern Texas Medical Center, LLC, Triad Holdings III, LLC, Triad Holdings IV, LLC, Triad Holdings V, LLC, Triad of Alabama, LLC, Triad of Oregon, LLC, Triad-ARMC, LLC, Triad-Navarro Regional Hospital Subsidiary, LLC, VHC Medical, LLC, Vicksburg Healthcare, LLC, Victoria Hospital, LLC, Wesley Health System, LLC, WHMC, LLC, Women & Children's Hospital, LLC, Woodland Heights Medical Center, LLC, Woodward Health System, LLC, provide, to the fullest extent authorized by the Delaware Limited Liability Company Act, for the indemnification of any member, manager, director, officer or employee of the companies, as applicable, from and against any and all claims and demands arising by reason of the fact that such person is, or was, a member, manager, officer, director or employee of the companies, as applicable.

The Limited Liability Company Agreements of each of Affinity Health Systems, LLC, Berwick Hospital Company, LLC, Birmingham Holdings II, LLC, Bluefield Holdings, LLC, Bluefield Hospital Company, LLC, Blue Island Hospital Company, LLC, Blue Island Illinois Holdings, LLC, Carolinas JV Holdings General, LLC, Central Florida HMA Holdings, LLC, Central States HMA Holdings, LLC, CHHS Holdings, LLC, CHS Kentucky Holdings, LLC, CHS Pennsylvania Holdings, LLC, CHS Virginia Holdings, LLC, CHS Washington Holdings, LLC, Clarksville Holdings II, LLC, Cleveland Tennessee Hospital Company, LLC, Community Health Investment Company, LLC, DHFW Holdings, LLC, Florida HMA Holdings, LLC Hallmark Healthcare Company, LLC, Health Management General Partner I, LLC, Health Management General Partner, LLC, HMA Services GP, LLC, Kirksville Hospital Company, LLC, Longview Clinic Operations Company, LLC, Massillon Community Health System LLC, Massillon Holdings, LLC, McKenzie Tennessee Hospital Company, LLC, Merger Legacy Holdings, LLC, Mesquite HMA General, LLC, Mississippi HMA Holdings I, LLC, Mississippi

HMA Holdings II, LLC, Moberly Hospital Company, LLC, MWMC Holdings, LLC, Nanticoke Hospital Company, LLC, Northampton Hospital Company, LLC, Northwest Arkansas Hospitals, LLC, Peckville Hospital Company, LLC, Pennsylvania Hospital Company, LLC, Phoenixville Hospital Company, LLC, Pottstown Hospital Company, LLC, QHG Georgia Holdings II, LLC, QHG of Bluffton Company, LLC, QHG of Fort Wayne Company, LLC, QHG of Warsaw Company, LLC, Quorum Health Resources, LLC, Scranton Holdings, LLC, Scranton Hospital Company, LLC, Scranton Quincy Holdings, LLC, Scranton Quincy Hospital Company, LLC, Sharon Pennsylvania Holdings, LLC, Sharon Pennsylvania Hospital Company, LLC, Siloam Springs Arkansas Hospital Company, LLC, Siloam Springs Holdings, LLC, Southeast HMA Holdings, LLC, Southwest Florida HMA Holdings, LLC, Spokane Valley Washington Hospital Company, LLC, Spokane Washington Hospital Company, LLC, Tennyson Holdings, LLC, Tomball Texas Holdings, LLC, Tomball Texas Hospital Company, LLC, Triad Nevada Holdings, LLC, Tunkhannock Hospital Company, LLC, Warren Ohio Hospital Company, LLC, Warren Ohio Rehab Hospital Company, LLC, Webb Hospital Holdings, LLC, West Grove Hospital Company, LLC, Wilkes-Barre Behavioral Hospital Company, LLC, Wilkes-Barre Holdings, LLC, Wilkes-Barre Hospital Company, LLC, York Pennsylvania Holdings, LLC, York Pennsylvania Hospital Company, LLC, and Youngstown Ohio Hospital Company, LLC provide for the indemnification of any officer or director of the companies from and against any and all claims and demands arising by reason of the fact that such person is or was a director or officer of the company, or is or was serving at the request of the company, provided the director or officer has acted in good faith, in a manner reasonably believed by them to be in the best interests of the Company, and has no reasonable cause to believe their conduct was unlawful.

The Bylaws and/or Certificate of Incorporation of Community Health Systems, Inc., Bullhead City Hospital Investment Corporation, Community GP Corp., Community LP Corp., Fallbrook Hospital Corporation, Health Management Associates, Inc., Hospital of Barstow, Inc., Lancaster Hospital Corporation, National Healthcare of Leesville, Inc., National Healthcare of Mt. Vernon, Inc., National Healthcare of Newport, Inc., Ruston Hospital Corporation, Triad Healthcare Corporation, Watsonville Hospital Corporation, and Webb Hospital Corporation provide for the indemnification of all current and former directors and officers to the fullest extent permitted by the DGCL.

Florida

Bartow HMA, LLC, Brevard HMA Holdings, LLC, Brevard HMA Hospitals, LLC, Citrus HMA, LLC, HMA Santa Rosa Medical Center, LLC, Hospital Management Associates, LLC, Hospital Management Services of Florida, LP, Key West HMA, LLC, Lehigh HMA, LLC, Melbourne HMA, LLC, Naples, HMA, LLC, Port Charlotte HMA, LLC, Punta Gorda HMA, LLC, Rockledge HMA, LLC, Sebastian Hospital, LLC, Sebring Hospital Management Associates, LLC and Venice HMA, LLC are incorporated or organized under the laws of the State of Florida.

Section 620.1406 of the Florida Revised Uniform Limited Partnership Act of 2005 (“FRULPA”) states that a limited partnership shall reimburse a general partner for payments made and indemnity a general partner for liabilities incurred by the general partner in the ordinary course of activities of the partnership or for the preservation of its activities or property if such payments were made or such liabilities were incurred in good faith and either in the furtherance of the limited partnership’s purposes or the ordinary scope of its activities.

Section 608.4229 of the Florida Limited Liability Company Act permits a limited liability company to indemnify its members, managers, managing members, officers, employees, and agents subject to such standards and restrictions, if any, as are set forth in its articles of organization or operating agreement. A limited liability company may, and has the power to, but is not required to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever. Notwithstanding the foregoing, indemnification or advancement of expenses should not be made to or on behalf of any member, manager, managing member, officer, employee, or agent if a judgment or other final adjudication establishes that the actions, or omissions to act, of such member, manager, managing member, officer, employee or agent were material to the cause of action so adjudicated and constitute any of the following: (i) a violation of criminal law, unless the member, manager, managing member, officer, employee, or agent had no reasonable cause to believe

such conduct was unlawful; (ii) a transaction from which the member, manager, managing member, officer, employee, or agent derived an improper personal benefit; (iii) in the case of a manager or managing member, a circumstance under which the liability provisions of Section 608.426 are applicable; or (iv) willful misconduct or a conscious disregard for the best interests of the limited liability company in a proceeding by or in the right of the limited liability company to procure a judgment in its favor or in a proceeding by or in the right of a member.

Notwithstanding the foregoing, all Florida limited liability companies will become subject to the Florida Revised Limited Liability Act, Chapter 605, Florida Statutes, as of January 1, 2015. Section 605.0408 of the Florida Revised Limited Liability Act permits a limited liability company to indemnify and hold harmless a person with respect to a claim or demand against the person and a debt, obligation, or other liability incurred by the person by reason of the person's former or present capacity as a member or manager if the claim, demand, debt, obligation, or other liability does not arise from the person's breach of Sections 605.0405 (limitations on distributions), 605.0407 (management of limited liability company), 605.04071 (delegation of rights and powers to manage), 605.04072 (selection and terms of managers in a manager-managed limited liability company), 605.04073 (voting rights of members and managers), 605.04074 (agency rights of members and managers), or 605.04091 (standards of conduct for members and managers). Pursuant to Section 605.0105(3) of the Florida Revised Limited Liability Company Act, a limited liability company's operating agreement may not provide for indemnification for a member or manager under Section 605.0408 for any of the following: (i) conduct involving bad faith, willful or intentional misconduct, or a knowing violation of law; (ii) a transaction from which the member or manager derived an improper personal benefit; (iii) a circumstance under which the liability provisions of s. 605.0406 are applicable; (iv) a breach of duties or obligations under Section 605.04091, taking into account a variation of such duties and obligations provided for in the operating agreement to the extent allowed by Section 605.0105(4).

The Limited Partnership Agreement of Hospital Management Services of Florida, LP is silent with respect to indemnification.

The Operating Agreements of each of Bartow HMA, LLC, Brevard HMA Holdings, LLC, Brevard HMA Hospitals, LLC, Citrus HMA, LLC, HMA Santa Rosa Medical Center, LLC, Hospital Management Associates, LLC, Key West HMA, LLC, Lehigh HMA, LLC, Melbourne HMA, LLC, Naples, HMA, LLC, Port Charlotte HMA, LLC, Punta Gorda HMA, LLC, Rockledge HMA, LLC, Sebastian Hospital, LLC, Sebring Hospital Management Associates, LLC and Venice HMA, LLC provide for the indemnification of any officer or manager of the companies from and against any and all claims and demands arising by reason of the fact that such person is or was a manager or officer of the company, or is or was serving at the request of the company, provided (i) the manager or officer has acted in good faith, with the care a manager or officer of a Florida limited liability company of like position would exercise under similar circumstances, in a manner reasonably believed by such manager or officer to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe such manager's or officer's conduct was unlawful, and (ii) such indemnification does not violate the provisions of Section 605.0105, Florida Statutes.

Georgia

Monroe HMA, LLC, QHG Georgia Holdings, Inc., QHG Georgia, LP and Winder HMA, LLC are incorporated or organized under the laws of the State of Georgia.

Section 14-9-108 of the Georgia Revised Uniform Limited Partnership Act provides for the indemnification of partners by the partnership from and against any and all claims and demands whatsoever, except for (1) intentional misconduct or a knowing violation of law; or (2) any transaction for which the Indemnitee received a personal benefit in violation or breach of any provision of the partnership agreement.

Section 14-11-306 of the Georgia Limited Liability Company Act provides that a limited liability company may, and has the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever arising in connection with the limited liability company,

subject to such standards and restrictions, if any, as set forth in the articles of organization or a written operating agreement. However, no limited liability company has the power to indemnify any member or manager for the liability of a member or manager for intentional misconduct or a knowing violation of law or for any transaction for which the person received a personal benefit in violation or breach of any provision of a written operating agreement, nor may any such liability be eliminated or limited by articles of organization or a written operating agreement.

Sections 14-2-850 through 14-2-859 of the Georgia Business Corporation Code provides for the indemnification of officers and directors by the corporation under certain circumstances against expenses and liabilities incurred in legal proceedings involving such persons because of their being or having been an officer or director of the corporation. Under the Georgia Business Corporation Code, a corporation may purchase insurance on behalf of an officer or director of the corporation incurred in his or her capacity as an officer or director regardless of whether the person could be indemnified under the Georgia Business Corporation Code.

The Agreement of Limited Partnership of QHG Georgia, LP provides for the indemnification of the general partner to the fullest extent permitted by the Georgia Revised Uniform Limited Partnership Act.

The Operating Agreements of Monroe HMA, LLC and Winder HMA, LLC provide for the indemnification of any officer or director of the company from and against any and all claims and demands arising by reason of the fact that such person is or was a director or officer of the company, or is or was serving at the request of the company, provided the director or officer has acted in good faith, in a manner reasonably believed by them to be in the best interests of the company, and has no reasonable cause to believe their conduct was unlawful.

The bylaws of QHG Georgia Holdings, Inc. provide for the indemnification of directors and officers to the fullest extent permitted by the Georgia Business Corporation Code.

Illinois

Anna Hospital Corporation, Galesburg Hospital Corporation, Granite City Hospital Corporation, Granite City Illinois Hospital Company, LLC, Marion Hospital Corporation, Red Bud Hospital Corporation, Red Bud Illinois Hospital Company, LLC, Waukegan Hospital Corporation and Waukegan Illinois Hospital Company, LLC are incorporated or organized under the laws of the State of Illinois.

Section 15-7 of the Illinois Limited Liability Company Act states that a limited liability company shall reimburse a member or manager for payments made and indemnify a member or manager for liabilities incurred by the member or manager in the ordinary course of the business of the company or for the preservation of its business or property.

Section 8.75 of the Illinois Business Corporation Act of 1983 provides that a corporation may indemnify any person, including an officer or director, who was or is, or is threatened to be made, a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was a director, officer, employee or agent of such corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of such corporation, and, with respect to any criminal actions and proceedings, had no reasonable cause to believe that his conduct was unlawful. An Illinois corporation may indemnify any person, including an officer or director, who was or is, or is threatened to be made, a party to any threatened, pending or contemplated action or suit by or in the right of such corporation, under the same conditions, except that such indemnification is limited to expenses (including attorneys' fees) actually and reasonably incurred by such person, and except

that no indemnification is permitted without judicial approval if such person is adjudged to be liable to such corporation. Where an officer or director of a corporation is successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to above, or any claim, issue or matter therein, the corporation must indemnify that person against the expenses (including attorneys' fees) which such officer or director actually and reasonably incurred in connection therewith.

The Limited Liability Company Agreement of each of Granite City Illinois Hospital Company, LLC, Red Bud Illinois Hospital Company, LLC and Waukegan Illinois Hospital Company, LLC, provide, to the fullest extent authorized by the Illinois Limited Liability Company Act, for the indemnification of any member of the company from and against any and all claims and demands arising by reason of the fact that such person is, or was, a member of the company.

The bylaws of each of Anna Hospital Corporation, Galesburg Hospital Corporation, Granite City Hospital Corporation, Marion Hospital Corporation, Red Bud Hospital Corporation and Waukegan Hospital Corporation provide for the indemnification of directors and officers to the fullest extent permitted by the Illinois Business Corporation Act of 1983.

Indiana

Frankfort Health Partner, Inc. and QHG of Clinton County, Inc. are incorporated under the laws of the State of Indiana.

Under Section 23-1-37-8 of the Indiana Business Corporation Law, a corporation may indemnify an individual made a party to a proceeding because the individual is or was a director against liability incurred in the proceeding if: (1) the individual's conduct was in good faith; and (2) the individual reasonably believed: (A) in the case of conduct in the individual's official capacity with the corporation, that the individual's conduct was in its best interests; and (B) in all other cases, that the individual's conduct was at least not opposed to its best interests; and (3) in the case of any criminal proceeding, the individual either: (A) had reasonable cause to believe the individual's conduct was lawful; or (B) had no reasonable cause to believe the individual's conduct was unlawful. A director's conduct with respect to an employee benefit plan for a purpose the director reasonably believed to be in the interests of the participants in and beneficiaries of the plan is conduct that satisfies the requirement of subsection (a)(2)(B).

The bylaws of Frankfort Health Partner, Inc. and QHG of Clinton County, Inc. provide for the indemnification of directors and officers to the fullest extent permitted by the Indiana Business Corporation Law.

Kentucky

Hospital of Fulton, Inc., Hospital of Louisa, Inc. and Jackson Hospital Corporation (KY) are incorporated under the laws of the Commonwealth of Kentucky.

Section 271B.8-510 of the Kentucky Business Corporation Act permits a corporation to indemnify an individual who is a party to a proceeding because he is a director against liability incurred in the proceeding if: (1) (a) he conducted himself in good faith; (b) he reasonably believed (i) in the case of conduct in his official capacity, that his conduct was in the best interests of the corporation; and (ii) in all other cases, that his conduct was at least not opposed to the best interests of the corporation; and (c) in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful. A director's conduct with respect to an employee benefit plan for a purpose he reasonably believed to be in the interests of the participants in and beneficiaries of the plan is conduct that satisfies the requirement of subsection (1)(b)2 of this section.

The bylaws of each of Hospital of Fulton, Inc., Hospital of Louisa, Inc. and Jackson Hospital Corporation (KY) provide for the indemnification of directors and officers to the fullest extent permitted by the Kentucky Business Corporation Act.

Missouri

Kennett HMA, LLC and Poplar Bluff Regional Medical Center, LLC are organized under the laws of the State of Missouri,

Section 347.057 of the Missouri Limited Liability Company Act provides that a person who is a member, manager, or both, of a limited liability company is not liable, solely by reason of being a member or manager, or both, under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the limited liability company, whether arising in contract, tort or otherwise or for the acts or omissions of any other member, manager, agent or employee of the limited liability company. The Missouri Limited Liability Company Act provides in Section 347.088.1, that except as otherwise provided in the operating agreement an authorized person shall discharge his or her duty under the Missouri Limited Liability Company Act and the operating agreement in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner a reasonable person would believe to be in the best interest of the limited liability company, and shall not be liable for any such action so taken or any failure to take such action, if he or she performs such duties in compliance with such subsection.

The Missouri Limited Liability Company Act provides in Section 347.088.2 that to the extent that, at law or equity, a member or manager or other person has duties, including fiduciary duties, and liabilities relating to those duties to the limited liability company or to another member, manager, or other person that is party to or otherwise bound by an operating agreement: (1) any such member, manager, or other person acting under the operating agreement shall not be liable to the limited liability company or to any such other member, manager, or other person for the member's, manager's, or other person's good faith reliance on the provisions of the operating agreement; and (2) the member's, manager's or other person's duties and liabilities may be expanded or restricted by provision in the operating agreement.

The Limited Liability Company Agreements of Kennett HMA, LLC and Poplar Bluff Regional Medical Center, LLC each provide for the indemnification of any officer or director of the company from and against any and all claims and demands arising by reason of the fact that such person is or was a director or officer of the company, or is or was serving at the request of the company, provided the director or officer has acted in good faith with the care an officer of a Missouri corporation of like position would exercise under similar circumstances, in a manner reasonably believed by them to be in the best interests of the company, and has no reasonable cause to believe their conduct was unlawful.

Mississippi

Amory HMA, LLC, Biloxi H.M.A., LLC, Brandon HMA, LLC, Clarksdale HMA, LLC, Jackson HMA, LLC, Madison HMA, LLC, QHG of Forrest County, Inc., QHG of Hattiesburg, Inc., River Oaks Hospital, LLC, River Region Medical Corporation and ROH, LLC are incorporated or organized under the laws of the State of Mississippi.

Section 79-29-123 of the Revised Mississippi Limited Liability Company Act provides that the certificate of formation or operating agreement may provide for the limitation or elimination of any and all liabilities of any manager, member, officer or other person who is a party to or is otherwise bound by the operating agreement for any action taken, or failure to take any action, as a manager, member, officer or other person, including, for breach of contract and for breach of duties, including all or any fiduciary duties, of a member, manager, officer or other person to a limited liability company or to its members or to another member or manager or officer or to another person; provided, that the certificate of formation or operating agreement may not limit or eliminate liability for (i) the amount of a financial benefit by a member or manager to which the member or manager is not entitled, (ii) an intentional infliction of harm on the limited liability company or the members, (iii) an intentional violation of criminal law, (iv) a wrongful distribution, including distributions made in the course of winding up the company, or (v) any act or omission that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing. A limited liability company may indemnify any member, manager, officer or other person from and against all claims and demands whatsoever, except a limited liability company shall not

indemnify any member, manager, officer or other person in connection with a proceeding where such person was (i) found to have engaged in acts or omissions that constitute fraudulent conduct and was adjudged liable for claims based on such conduct, or (ii) was found to have engaged in any actions described in the preceding sentence and was adjudged liable for claims based on such actions. A liability company shall indemnify a member, manager, officer or other person who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the person was a party because the person is or was a member, manager, officer or agent of the limited liability company against reasonable expenses incurred by the member, manager, officer or agent in connection with the proceeding.

Sections 79-4-8.51 of the Mississippi Business Corporation Act provides that a corporation may indemnify any officer or director, who was or is, or is threatened to be made, a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative, or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was a director or officer if the person's conduct was in good faith; the person reasonably believed (A) in the case of conduct in the person's official capacity, that the conduct was in the best interests of the corporation; and (B) in all other cases that the person's conduct was at least not opposed to the best interests of the corporation; and in the case of any criminal action, that the person had no reasonable cause to believe the person's conduct was unlawful.

The Operating Agreements of each of Amory HMA, LLC, Biloxi H.M.A., LLC, Brandon HMA, LLC, Clarksdale HMA, LLC, Jackson HMA, LLC, Madison HMA, LLC, River Oaks Hospital, LLC and ROH, LLC provide for the indemnification of any officer or director of the company from and against liabilities incurred in connection with any actions, suits or proceedings arising by reason of the fact that such person is or was a director or officer of the company, or is or was serving at the request of the company, provided the director or officer has acted in good faith with the care of a prudent person in a like position and in a manner reasonably believed by them to be in the best interests of the company.

The bylaws of both QHG of Forrest County, Inc. and QHG of Hattiesburg, Inc. provide for the indemnification of directors and officers to the fullest extent permitted by the law of the state in which indemnification is sought.

The bylaws of River Region Medical Corporation provide for the indemnification of directors and officers to the fullest extent permitted by applicable law.

Nevada

NC-DSH, LLC is organized under the laws of the State of Nevada.

Under Sections 86.411 through 86.441 of Nevada's Limited Liability Company Act, a limited liability company may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a manager, member, employee or agent of the company, or is or was serving at the request of the company as a manager, member, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the limited liability company, and that, with respect to any criminal action or proceeding, he had reasonable cause to believe that his conduct was unlawful. To the extent that a manager, member, employee or agent of a limited liability company has been successful on the merits or otherwise in defense of any action, suit or proceeding or in defense of any claim, issue or matter therein, the

company shall indemnify him against expenses, including attorney's fees, actually and reasonably incurred by him in connection with the defense.

If unsuccessful in defense of a third-party civil suit or a criminal suit, or if such a suit is settled, an Indemnitee may be indemnified under Nevada law against both (i) expenses, including attorneys' fees, and (ii) judgments, fines, and amounts paid in settlement if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the registrant, and, with respect to any criminal action, had no reasonable cause to believe his or her conduct was unlawful.

If unsuccessful in defense of a suit brought by or in the right of the registrant, where the suit is settled, an Indemnitee may be indemnified under Nevada law only against expenses (including attorneys' fees) actually and reasonably incurred in the defense or settlement of the suit if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the registrant except that if the Indemnitee is adjudged to be liable for a breach of fiduciary duty or misconduct, fraud, or a knowing violation of law in the performance of his or her duty to the registrant, he or she cannot be made whole even for expenses unless a court determines that he or she is fully and reasonably entitled to indemnification for such expenses.

Also under Nevada law, expenses incurred by an officer or director in defending a civil or criminal action, suit, or proceeding may be paid by the registrant in advance of the final disposition of the suit, action, or proceeding upon receipt of an undertaking by or on behalf of the officer or director to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the registrant. The registrant may also advance expenses incurred by other employees and agents of the registrant upon such terms and conditions, if any, that the board of directors of the registrant deems appropriate.

The Operating Agreement of NC-DSH, LLC provides for the indemnification of directors and officers to the fullest extent permitted by the Nevada Limited Liability Company Act.

New Jersey

Salem Hospital Corporation is incorporated under the laws of the State of New Jersey.

Section 14A: 3-5 of the New Jersey Business Corporation Act provides that any corporation organized for any purpose under any general or special law of this State shall have the power to indemnify a corporate agent against his expenses and liabilities in connection with any proceeding involving the corporate agent by reason of his being or having been such a corporate agent, other than a proceeding by or in the right of the corporation, if: (a) such corporate agent acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation; and (b) with respect to any criminal proceeding, such corporate agent had no reasonable cause to believe his conduct was unlawful. Any corporation organized for any purpose under any general or special law of this New Jersey shall have the power to indemnify a corporate agent against his expenses in connection with any proceeding by or in the right of the corporation to procure a judgment in its favor which involves the corporate agent by reason of his being or having been such corporate agent, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation.

The Articles of Incorporation and the Bylaws of Salem Hospital Corporation provide for the indemnification of directors and officers to the fullest extent permitted by the New Jersey Business Corporation Act.

New Mexico

Deming Hospital Corporation, Roswell Hospital Corporation and San Miguel Hospital Corporation are incorporated under the laws of the State of New Mexico.

Section 53-11-4.1 of the New Mexico Business Corporation Act permits a corporation to indemnify any person made a part to any proceeding by reason of the fact that the person is or was a director, officer, or employer if the person acted in good faith and reasonably believed the person's conduct was, in the case of

conduct in the person's official capacity, in the best interests of the corporation or, otherwise, at least not opposed to its best interests; and in the case of any criminal proceeding, the person had no reasonable cause to believe the person's conduct was unlawful. Indemnification may be made against judgments, penalties, fines, settlements and reasonable expenses, actually incurred by the person in connection with the proceeding; except that if the proceeding was by or in the right of the corporation, indemnification may be made only against such reasonable expenses and shall not be made in respect of any proceeding in which the person shall have been adjudged to be liable to the corporation. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, be determinative that the person did not meet the requisite standard of conduct set forth in this subsection.

The articles of incorporation and bylaws of each of Deming Hospital Corporation, Roswell Hospital Corporation and San Miguel Hospital Corporation provide for the indemnification of directors and officers to the fullest extent permitted by the New Mexico Business Corporation Act.

North Carolina

Hamlet H.M.A., LLC, Statesville HMA, LLC and Williamston Hospital Corporation are organized or incorporated under the laws of the State of North Carolina.

Section 57D-3-31 of the North Carolina Limited Liability Company Act (the "NCLLCA") provides that a limited liability corporation must indemnify a person who is wholly successful on the merits or otherwise in the defense of any proceeding to which the person was a party because the person is or was a member, a manager, or other company official if the person also is or was an interest owner at the time to which the claim relates, acting within the person's scope of authority as a manager, member, or other company official against expenses incurred by the person in connection with the proceeding. A North Carolina limited liability company is required to reimburse a person who is or was a member for any payment made and indemnify the person for any obligation, including any judgment, settlement, penalty, fine, or other cost, incurred or borne in the authorized conduct of the business or preservation of the business or property, whether acting in the capacity of a manager, member, or other company official if, in making the payment or incurring the obligation, the person complied with the duties and standards of conduct (i) under G.S.57D-3-21 (relating to duties and standards of conduct), as modified or eliminated by the operating agreement or (ii) otherwise imposed by applicable law.

Sections 55-8-50 through 55-8-58 of the North Carolina Business Corporation Act permit indemnification of directors and officers in a variety of circumstances. In addition, a corporation may purchase insurance under the law of North Carolina on behalf of directors, officers, employees or agents.

The Operating Agreements of Hamlet H.M.A., LLC and Statesville HMA, LLC each provide for the indemnification of any officer or director of the company from and against any and all claims and demands arising by reason of the fact that such person is or was a director or officer of the company, or is or was serving at the request of the company, provided the director or officer in good faith with the care an ordinary prudent person in a like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company.

The Articles of Incorporation of Williamston Hospital Corporation provide for the indemnification of directors and officers, as well as agents and employees if authorized by the Board of Directors, to the fullest extent permitted by the North Carolina Business Corporation Act.

The bylaws of Williamston Hospital Corporation provide for the indemnification of directors and officers and agents to the fullest extent permitted by the North Carolina Business Corporation Act.

Ohio

QHG of Massillon, Inc. is incorporated under the laws of the State of Ohio.

Under Section 1701.13(E) of the Ohio General Corporation Law, generally, a corporation may indemnify any current or former director, officer, employee or agent for reasonable expenses incurred in connection with the defense or settlement of any threatened, pending or completed litigation related to the person's position with the corporation or related to the person's service (as a director, trustee, officer, employee, member, manager, or agent) to another corporation at the request of the indemnifying corporation, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation. If the litigation involved a criminal action or proceeding, the person must also have had no reasonable cause to believe his or her conduct was unlawful. Ohio law requires indemnification for reasonable expenses incurred if the person was successful in the defense of the litigation.

The bylaws of QHG of Massillon, Inc. provide for the indemnification of directors and officers to the fullest extent permitted by the Ohio General Corporation Law.

Oklahoma

Kay County Hospital Corporation and Kay County Oklahoma Hospital Company, LLC are incorporated or organized under the laws of the State of Oklahoma.

Section 2003 of the Oklahoma Limited Liability Company Act provides that a limited liability company may indemnify and hold harmless any member, agent, or employee from and against any and all claims and demands whatsoever, except in the case of action or failure to act by the member, agent, or employee which constitutes willful misconduct or recklessness, and subject to the standards and restrictions, if any, set forth in the articles of organization or operating agreement. Section 2017(B) of the Oklahoma Limited Liability Company Act provides, however, that a company may not limit or eliminate a manager's liability for (a) any breach of the manager's duty of loyalty to the limited liability company or its members; (b) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or (c) any transaction from which the manager derived an improper personal benefit.

Section 1031 of the Oklahoma General Corporation Act authorizes the indemnification of directors and officers under certain circumstances. The Oklahoma General Corporation Act provides for indemnification of each of the company's officers and directors against (a) expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by them in connection with any action, suit or proceeding brought by reason of such person being or having been a director, officer, employee or agent of the company, or of any other corporation, partnership, joint venture, trust or other enterprise at the request of the company, other than an action by or in the right of company. To be entitled to indemnification, the individual must have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the company, and with respect to any criminal action, the person seeking indemnification had no reasonable cause to believe that the conduct was unlawful and (b) expenses, including attorneys' fees, actually and reasonably incurred in connection with the defense or settlement of any action or suit by or in the right of the company brought by reason of the person seeking indemnification being or having been a director, officer, employee or agent of the company, or any other corporation, partnership, joint venture, trust or other enterprise at the request of the company, provided the actions were in good faith and were reasonably believed to be in or not opposed to the best interest of the company, except that no indemnification shall be made in respect of any claim, issue or matter as to which the individual shall have been adjudged liable to the company, unless and only to the extent that the court in which such action was decided has determined that the person is fairly and reasonably entitled to indemnity for such expenses which the court deems proper.

The bylaws of Kay County Hospital Corporation provides for the indemnification of directors and officers and to the fullest extent permitted by the Oklahoma General Corporation Law.

The Operating Agreement of Kay County Oklahoma Hospital Company, LLC provides for the indemnification of the member relating to any liability incurred by reason of interest ownership and any act performed or omitted to be performed by members in connection with the business of Kay County Oklahoma Hospital Company, LLC.

Pennsylvania

Carlisle HMA, LLC, Clinton Hospital Corporation and Coatesville Hospital Corporation are organized or incorporated under the laws of the Commonwealth of Pennsylvania.

Under Section 8945 of the Pennsylvania Limited Liability Company Law of 1994, a limited liability company may and shall have the power to indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever, provided, however, that a limited liability company may not indemnify a manager, member or other person for an act that is determined by a court to constitute willful misconduct or recklessness. Further, subsection (d) provides that a limited liability may pay expenses incurred by a member, manager or other person in advance of disposition of any claim if such person makes an undertaking to repay the company if it is determined that such person is not entitled to indemnification. Finally, under subsection (f), a limited liability company must indemnify its members and managers for payments made, and personal liabilities reasonably incurred, in the ordinary and proper conduct of its business or for the preservation of its business or property.

Pursuant to Sections 1741-1743 of the Pennsylvania Business Corporation Law ("PABCL"), a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding (i) if such person acted in good faith and in a manner that person reasonably believed to be in or not opposed to the best interests of the corporation and (ii) with respect to any criminal action or proceeding, if he or she had no reasonable cause to believe such conduct was unlawful. In actions brought by or in the right of the corporation, a corporation may indemnify such person against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner that person reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification may be made in respect of any claim, issue or matter as to which that person shall have been adjudged to be liable for negligence or misconduct in performance of his duty to the corporation unless, and only to the extent that, the court of common pleas or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person in fairly and reasonably entitled to indemnification for such expenses which the court of common pleas or such other court shall deem proper. A Pennsylvania corporation is required to indemnify a director or officer against expenses actually and reasonably incurred to the extent that the director or officer is successful in defending a lawsuit brought against him or her by reason of the fact that the director or officer is or was a director or officer of the corporation.

Section 1746 of the PABCL provides that the foregoing provisions shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under, among other things, any bylaw provision or agreement, provided that no indemnification may be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.

The Third Amended and Restated Limited Liability Company Agreement of Carlisle HMA, LLC provides for the indemnification of any officer or director of the companies from and against any and all claims and

demands arising by reason of the fact that such person is or was a director or officer of the company, or is or was serving at the request of the company, provided the director or officer has acted in good faith, in a manner reasonably believed by them to be in the best interests of the company, and has no reasonable cause to believe their conduct was unlawful.

The Articles of Incorporation and the Byalws of each of Clinton Hospital Corporation and Coatesville Hospital Corporation provide for the indemnification of directors and officers to the fullest extent permitted by the Pennsylvania Business Corporation Law of 1988.

South Carolina

Chester HMA, LLC, QHG of South Carolina, Inc. and QHG of Spartanburg, Inc. are organized or incorporated under the laws of the State of South Carolina.

Under Section 33-44-403 of the South Carolina Limited Liability Company Act, a limited liability company shall reimburse a member or manager for payments made and indemnify a member or manager for liabilities incurred by the member or manager in the ordinary course of the business of the company or for the preservation of its business or property.

Under Sections 33-8-510 and 33-8-520 of the South Carolina Business Corporation Act, a corporation may indemnify an individual made a party to a proceeding because he is or was a director against liability incurred in the proceeding if: (1) he conducted himself in good faith; and (2) he reasonably believed: (i) in the case of conduct in his official capacity with the corporation, that his conduct was in its best interest; and (ii) in all other cases, that his conduct was at least not opposed to its best interest; and (3) in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful. A corporation may not indemnify a director under this section in connection with a proceeding by or in right of the corporation in which the director was adjudged liable to the corporation or in connection with any other proceeding charging improper personal benefit to him, whether or not involving action in his official capacity, in which he was adjudged liable on the basis that personal benefit was improperly received by him. Unless limited by its articles of incorporation, a corporation shall indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he was a party because he is or was a director of the corporation against reasonable expenses incurred by him in connection with the proceeding.

The Amended and Restated Limited Liability Company Agreement of Chester HMA, LLC provides for the indemnification of any officer or director of the companies from and against any and all claims and demands arising by reason of the fact that such person is or was a director or officer of the company, or is or was serving at the request of the company, provided the director or officer has acted in good faith, in a manner reasonably believed by them to be in the best interests of the company, and has no reasonable cause to believe their conduct was unlawful.

The bylaws of QHG of South Carolina, Inc. and QHG of Spartanburg, Inc. provide for the indemnification of directors and officers to the fullest extent permitted by the 1976 Code of Laws of South Carolina as amended.

Tennessee

Brownsville Hospital Corporation, Campbell County HMA, LLC, Cleveland Hospital Corporation, Cocke County HMA, LLC, Dyersburg Hospital Corporation, HMA Fentress County General Hospital, LLC, Hospital of Morristown, Inc., Jackson Hospital Corporation (TN), Jefferson County HMA, LLC, Knoxville HMA Holdings, LLC, Lakeway Hospital Corporation, Lexington Hospital Corporation, Martin Hospital Corporation, McNairy Hospital Corporation, Metro Knoxville HMA, LLC, and Shelbyville Hospital Corporation are incorporated under the laws of the State of Tennessee.

Section 48-249-115 of the Tennessee Revised Limited Liability Company Act permits a limited liability company, or LLC, to indemnify an individual made a party to a proceeding because such individual is or was a responsible person against liability incurred in the proceeding if the individual acted in good faith and reasonably believed that such individual's conduct was in the best interest of the LLC or at least not opposed to its best interests, and in the case of any criminal proceeding, had no reasonable cause to believe such conduct was unlawful. Unless ordered by a court, a limited liability company may not indemnify a responsible person in connection with a proceeding by or in the right of the LLC in which the responsible person was adjudged liable to the LLC, or in connection with any other proceeding charging improper personal benefit to such responsible person, whether or not involving action in such person's official capacity, in which such person was adjudged liable on the basis that personal benefit was improperly received by such person. Unless limited by its articles, an LLC shall indemnify a responsible person or manager who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the person was a party because the person is or was a responsible person or manager of the LLC against reasonable expenses incurred by the person in connection with the proceeding.

Section 48-18-507 of the Tennessee Business Corporation Act ("TBCA") provides that a corporation may indemnify an individual made a party to a proceeding because the individual is or was a director against liability incurred in the proceeding if: (a) the individual conducted himself or herself in good faith; (b) the individual reasonably believed (i) in the case of conduct in the individual's official capacity with the corporation, that the individual's conduct was in its best interest; and (ii) in all other cases, that the individual's conduct was at least not opposed to its best interests, and (c) in the case of any criminal proceeding, the individual had no reasonable cause to believe the individual's conduct was unlawful.Section 48-18-507 of the Tennessee Business Corporation Act provides that, unless the corporation's charter provides otherwise: (1) an officer of the corporation who is not a director is entitled to mandatory indemnification and is entitled to apply for court-ordered indemnification, in each case to the same extent as a director; (2) the corporation may indemnify and advance expenses under this part to an officer, employee, or agent of the corporation who is not a director to the same extent as to a director; and (3) a corporation may also indemnify and advance expenses to an officer, employee, or agent who is not a director to the extent, consistent with public policy, that may be provided by its charter, bylaws, general or specific action of its board of directors, or contract.

The Operating Agreements of each of Campbell County HMA, LLC, Cocke County HMA, LLC, HMA Fentress County General Hospital, LLC, Jefferson County HMA, LLC, Knoxville HMA Holdings, LLC and Metro Knoxville HMA, LLC provide for the indemnification of any officer or director of the company from and against any and all claims and demands arising by reason of the fact that such person is or was a director or officer of the company, or is or was serving at the request of the company, provided the director or officer has acted in good faith, in a manner reasonably believed by them to be in the best interests of the company, and has no reasonable cause to believe their conduct was unlawful.

The bylaws and charters of each of each of Brownsville Hospital Corporation, Cleveland Hospital Corporation, Dyersburg Hospital Corporation, Hospital of Morristown, Inc., Jackson Hospital Corporation (TN), Lakeway Hospital Corporation, Lexington Hospital Corporation, Martin Hospital Corporation, McNairy Hospital Corporation and Shelbyville Hospital Corporation provide for the indemnification of directors and officers to the fullest extent permitted by the Tennessee Business Corporation Act.

Texas

Big Bend Hospital Corporation, Big Spring Hospital Corporation, Granbury Hospital Corporation, Jourdanton Hospital Corporation, Weatherford Hospital Corporation and Weatherford Texas Hospital Company, LLC are incorporated or organized under the laws of the State of Texas.

Chapter 101 of the Texas Business Organizations Code ("TBOC") relates specifically to limited liability companies.

Section 101.402 of the TBOC permits a limited liability company to indemnify members, managers, officers or assignees of membership interests in the company and to purchase or procure or establish and maintain liability insurance or another arrangement for such members, managers, officers and assignees of membership interests in the company, subject to such standards, and restrictions, if any, as are set forth in its articles of organization or in its company agreement.

Section 101.401 of the TBOC provides that the company agreement of a limited liability company may expand or restrict any duties, including fiduciary duties, and related liabilities that a member, manager, officer, or other person has to the company or to a member or manager of the company.

Chapter 8 of the TBOC applies to each form of entity in Texas except for general partnerships or limited liability companies.

Section 8.051 of the TBOC states that (a) An enterprise shall indemnify a governing person, former governing person, or delegate against reasonable expenses actually incurred by the person in connection with a proceeding in which the person is a respondent because the person is or was a governing person or delegate if the person is wholly successful, on the merits or otherwise, in the defense of the proceeding. (b) A court that determines, in a suit for indemnification, that a governing person, former governing person, or delegate is entitled to indemnification under this section shall order indemnification and award to the person the expenses incurred in securing the indemnification.

Section 8.052 of the TBOC states that (a) On application of a governing person, former governing person, or delegate and after notice is provided as required by the court, a court may order an enterprise to indemnify the person to the extent the court determines that the person is fairly and reasonably entitled to indemnification in view of all the relevant circumstances. (b) This section applies without regard to whether the governing person, former governing person, or delegate applying to the court satisfies the requirements of Section 8.101 or has been found liable: (1) to the enterprise; or (2) because the person improperly received a personal benefit, without regard to whether the benefit resulted from an action taken in the person's official capacity. (c) The indemnification ordered by the court under this section is limited to reasonable expenses if the governing person, former governing person, or delegate is found liable: (1) to the enterprise; or (2) because the person improperly received a personal benefit, without regard to whether the benefit resulted from an action taken in the person's official capacity.

Section 8.101 of the TBOC states that (a) An enterprise may indemnify a governing person, former governing person, or delegate who was, is, or is threatened to be made a respondent in a proceeding to the extent permitted by Section 8.102 if it is determined in accordance with Section 8.103 that: (1) the person: (A) acted in good faith; (B) reasonably believed: (i) in the case of conduct in the person's official capacity, that the person's conduct was in the enterprise's best interests; and (ii) in any other case, that the person's conduct was not opposed to the enterprise's best interests; and (C) in the case of a criminal proceeding, did not have a reasonable cause to believe the person's conduct was unlawful; (2) with respect to expenses, the amount of expenses other than a judgment is reasonable; and (3) indemnification should be paid. (b) Action taken or omitted by a governing person or delegate with respect to an employee benefit plan in the performance of the person's duties for a purpose reasonably believed by the person to be in the interest of the participants and beneficiaries of the plan is for a purpose that is not opposed to the best interests of the enterprise. (c) Action taken or omitted by a delegate to another enterprise for a purpose reasonably believed by the delegate to be in the interest of the other enterprise or its owners or members is for a purpose that is not opposed to the best interests of the enterprise. (d) A person does not fail to meet the standard under Subsection (a)(1) solely because of the termination of a proceeding by: (1) judgment; (2) order; (3) settlement; (4) conviction; or (5) a plea of nolo contendere or its equivalent.

Section 8.102 of the TBOC states that (a) Subject to Subsection (b), an enterprise may indemnify a governing person, former governing person, or delegate against: (1) a judgment; and (2) expenses, other than a

judgment, that are reasonable and actually incurred by the person in connection with a proceeding. (b) Indemnification under this subchapter of a person who is found liable to the enterprise or is found liable because the person improperly received a personal benefit: (1) is limited to reasonable expenses actually incurred by the person in connection with the proceeding; (2) does not include a judgment, a penalty, a fine, and an excise or similar tax, including an excise tax assessed against the person with respect to an employee benefit plan; and (3) may not be made in relation to a proceeding in which the person has been found liable for: (A) willful or intentional misconduct in the performance of the person's duty to the enterprise; (B) breach of the person's duty of loyalty owed to the enterprise; or (C) an act or omission not committed in good faith that constitutes a breach of a duty owed by the person to the enterprise. (c) A governing person, former governing person, or delegate is considered to have been found liable in relation to a claim, issue, or matter only if the liability is established by an order, including a judgment or decree of a court, and all appeals of the order are exhausted or foreclosed by law.

The Limited Liability Company Agreement of Weatherford Texas Hospital Company, LLC provides for the indemnification of any member.

The bylaws of Big Bend Hospital Corporation, Big Spring Hospital Corporation, Granbury Hospital Corporation, Jourdanton Hospital Corporation and Weatherford Hospital Corporation provide for the indemnification of directors and officers to the fullest extent permitted by the TBOC.

Utah

Tooele Hospital Corporation is incorporated under the laws of the State of Utah.

Section 16-10a-902 of the Utah Revised Business Corporation Act (the "Revised Act") provides that a corporation may indemnify any individual who was, is, or is threatened to be made a named defendant or respondent (a "Party") in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (a "Proceeding"), because he or she is or was a director of the corporation or, while a director of the corporation, is or was serving at its request as a director, officer, partner, trustee, employee, fiduciary or agent of another corporation or other person or of an employee benefit plan (an "Indemnifiable Director"), against any obligation incurred with respect to a Proceeding, including any judgment, settlement, penalty, fine or reasonable expenses (including attorneys' fees), incurred in the Proceeding if his or her conduct was in good faith, he or she reasonably believed that his or her conduct was in, or not opposed to, the best interests of the corporation, and, in the case of any criminal Proceeding, had no reasonable cause to believe such conduct was unlawful; provided, however, that pursuant to Subsection 902(4): (i) indemnification under Section 902 in connection with a Proceeding by or in the right of the corporation is limited to payment of reasonable expenses (including attorneys' fees) incurred in connection with the Proceeding and (ii) the corporation may not indemnify an Indemnifiable Director in connection with a Proceeding by or in the right of the corporation in which the Indemnifiable Director was adjudged liable to the corporation, or in connection with any other Proceeding charging that the Indemnifiable Director derived an improper personal benefit, whether or not involving action in his or her official capacity, in which Proceeding he or she was adjudged liable on the basis that he or she derived an improper personal benefit.

Section 16-10a-903 of the Revised Act provides that, unless limited by its articles of incorporation, a corporation shall indemnify an Indemnifiable Director who was successful, on the merits or otherwise, in the defense of any Proceeding, or in the defense of any claim, issue or matter in the Proceeding, to which he or she was a Party because he or she is or was an Indemnifiable Director of the corporation, against reasonable expenses (including attorneys' fees) incurred in connection with the Proceeding or claim with respect to which he or she has been successful.

The Articles of Incorporation and the Bylaws of Tooele Hospital Corporation, provides, to the fullest extent authorized by the Utah Revised Business Corporation Act, for the indemnification of any member, manager, officer or employee of the company from and against any and all claims and demands arising by reason of the fact that such person is, or was, a member, manager, officer or employee of the company.

Virginia

Emporia Hospital Corporation, Franklin Hospital Corporation, and Virginia Hospital Company, LLC are each incorporated or organized under the laws of the Commonwealth of Virginia.

Virginia Code Section 13.1-1009 of the Virginia Limited Liability Company Act permits a limited liability company to indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever, and to pay for or reimburse any member or manager or other person for reasonable expenses incurred by such a person who is a party to a proceeding in advance of final disposition of the proceeding.

Article 10 of Chapter 9 of Title 13.1 of the Code of Virginia, as amended, permits a Virginia corporation to indemnify any director or officer for reasonable expenses incurred in any legal proceeding in advance of final disposition of the proceeding, if the director or officer furnishes the corporation with a written statement of his or her good faith belief that he or she has met the standard of conduct prescribed by the Code of Virginia and furnishes the corporation with a written undertaking to repay any funds advanced if it is ultimately determined that he or she did not meet the relevant standard of conduct. In addition, a corporation is permitted to indemnify a director or officer against liability incurred in a proceeding if a determination has been made by the disinterested members of the board of directors, special legal counsel or shareholders that the director or officer conducted himself or herself in good faith and otherwise met the required standard of conduct. In a proceeding by or in the right of the corporation, no indemnification shall be made in respect of any matter as to which a director or officer is adjudged to be liable to the corporation, except (i) pursuant to a lawful court order, or (ii) for reasonable expenses incurred in connection with the proceeding if it is determined that the director or officer has met the relevant standard of conduct. In any other proceeding, no indemnification shall be made, unless lawfully ordered by a court, if the director or officer is adjudged liable to the corporation on the basis that he or she improperly received a personal benefit. Corporations are given the power to make any further indemnity, including advance of expenses, to any director or officer that may be authorized by the articles of incorporation or any bylaw made by the shareholders or any resolution adopted, before or after the event, by the shareholders, except an indemnity against willful misconduct or a knowing violation of the criminal law. Any such provision that obligates the corporation to provide indemnification to the fullest extent permitted by law shall be deemed, unless the articles of incorporation or any such bylaw or resolution expressly provides otherwise, also to obligate the corporation to advance funds to pay for or reimburse expenses to the fullest extent permitted by law in accordance with the first sentence of this paragraph, except that the applicable standard shall be conduct that does not constitute willful misconduct or a knowing violation of criminal law. Unless limited by its articles of incorporation, indemnification against the reasonable expenses incurred by a director or officer is mandatory when he or she entirely prevails in the defense of any proceeding to which he or she is a party because he or she is or was a director or officer.

The Limited Liability Company Agreement of Virginia Hospital Company, LLC provides, to the fullest extent authorized by the Virginia Limited Liability Company Act, for the indemnification of any member, manager, officer or employee of the company from and against any and all claims and demands arising by reason of the fact that such person is, or was, a member, manager, officer or employee of the companies.

The bylaws of each of Emporia Hospital Corporation and Franklin Hospital Corporation provide for the indemnification of directors and officers to the fullest extent authorized by the Code of Virginia.

Washington

Yakima HMA, LLC is organized under the laws of the State of Washington.

Section 25.15.040 of the Washington Limited Liability Company Act provides that a limited liability company agreement may contain provisions not inconsistent with the law that indemnify any member or manager from and against any judgments, settlements, penalties, fines or expenses incurred in a proceeding to which an individual is a party because he or she is, or was, a member or manager. However, no provision may

indemnify a member or a manager from or on account of acts or omissions of the member or manager finally adjudged to be intentional misconduct or a knowing violation of law by the member or manager, or any transaction with respect to which it was finally adjudged that such member or manager received a benefit in money, property, or services to which such member or manager was not legally entitled.

The Third Amended and Restated Limited Liability Company Act of Yakima HMA, LLC provides for the indemnification of any officer or director of the company from and against any and all claims and demands arising by reason of the fact that such person is or was a director or officer of the company, or is or was serving at the request of the company, provided the director or officer has acted in good faith, in a manner reasonably believed by them to be in the best interests of the company, and has no reasonable cause to believe their conduct was unlawful.

West Virginia

Oak Hill Hospital Corporation is incorporated under the laws of the State of West Virginia.

Section 31D-8-851 permits a corporation to indemnify an individual who is a party to a proceeding because he or she is a director or officer against liability incurred in the proceeding if he or she conducted himself or herself in good faith and reasonably believed that his or her conduct was in the best interests of the corporation or at least not opposed to the best interests of the corporation; and in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful; or engaged in conduct for which broader indemnification has been made permissible or obligatory under a provision of the articles of incorporation.

The bylaws of Oak Hill Hospital Corporation provide for the indemnification of directors and officers to the fullest extent permitted by the West Virginia Business Corporation Act.

Wyoming

Evanston Hospital Corporation is incorporated under the laws of the State of Wyoming.

Section 17-16-851 of the Wyoming Business Corporation Act permits a corporation to indemnify an individual who is a party to a proceeding because he is a director or officer against liability incurred in the proceeding if he conducted himself in good faith and reasonably believed that his conduct was in or at least not opposed to the corporation's best interests; and in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful; or engaged in conduct for which broader indemnification has been made permissible or obligatory under a provision of the articles of incorporation; provided, however, unless otherwise ordered by a court, a corporation may not indemnify a director or officer in connection with any proceeding with respect to conduct for which he was adjudged liable on the basis that he received a financial benefit to which he was not entitled.

The bylaws of Evanston Hospital Corporation provide for the indemnification of directors and officers to the fullest extent permitted by the Wyoming Business Corporation Act.

Director and Officer Insurance and Indemnification Agreements

The bylaws of Holdings authorize Holdings to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of Holdings or is or was serving at the request of Holdings as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not Holdings would have the power to indemnify such person against such liability under the provisions of its Bylaws. Holdings has obtained insurance policies insuring its directors and officers against certain liabilities.

Holdings has entered into Indemnification Agreements (the "Indemnification Agreements") with its directors and executive officers. One of the purposes of the Indemnification Agreements is to attempt to specify the extent to which persons entitled to indemnification thereunder (the "Indemnitees") may receive indemnification. Pursuant to the Indemnification Agreements, an Indemnitee is entitled to indemnification for claims arising out of or in connection with the service of Indemnitee as a director or officer of Holdings. In the case of an action or proceeding other than an action by or in the right of Holdings or CHS/Community Health Systems, Inc., the Indemnification Agreements provide that Indemnitee is entitled to indemnification for claims relating to (i) the fact that Indemnitee is or was an officer or director of the Company, or (ii) anything done or not done by Indemnitee in any such capacity. In the case of an action by or in the right of Holdings or CHS/Community Health Systems, Inc., the Indemnification Agreements provide that Indemnitee is entitled to indemnification for claims relating to (i) the fact that Indemnitee is or was an officer or director of the Company or (ii) anything done or not done in such capacity. The Indemnification Agreements are in addition to and are not intended to limit any rights of indemnification which are available under Holdings' charter or bylaws, or otherwise. In addition to the rights to indemnification specified therein, the Indemnification Agreements are intended to increase the certainty of receipt by the Indemnitee of the benefits to which he or she is entitled by providing specific procedures relating to indemnification.

Item 21. Exhibits and Financial Statement Schedules.

Exhibit No.	Description
2.1	Agreement and Plan of Merger, dated as of July 29, 2013, by and among Health Management Associates, Inc., Community Health Systems, Inc. and FWCT-2 Acquisition Corporation (incorporated by reference to Exhibit 2.1 to Community Health Systems, Inc.'s Current Report on Form 8-K filed July 30, 2013 (No. 001-15925))
3.1#	Restated Certificate of Incorporation of CHS/Community Health Systems, Inc., as amended on May 10, 1994, and further amended on May 5, 1995 and February 24, 2000
3.2#	Bylaws of CHS/Community Health Systems, Inc.
3.3	Form of Restated Certificate of Incorporation of Community Health Systems, Inc. (incorporated by reference to Exhibit 3.1 to Amendment No. 4 to Community Health Systems, Inc.'s Registration Statement on Form S-1/A filed June 8, 2000 (No. 333-31790))
3.4	Certificate of Amendment to the Restated Certificate of Incorporation of Community Health Systems, Inc., dated May 18, 2010 (incorporated by reference to Exhibit 3.2 to Community Health Systems, Inc.'s Current Report on Form 8-K filed May 20, 2010 (No. 001-15925))
3.5	Amended and Restated Bylaws of Community Health Systems, Inc. (as of February 26, 2014) (incorporated by reference to Exhibit 3.1 to Community Health Systems, Inc.'s Current Report on Form 8-K filed February 28, 2014 (No. 001-15925))
3.6#	Certificate of Formation of Abilene Hospital, LLC
3.7#	Limited Liability Company Agreement of Abilene Hospital, LLC
3.8#	Certificate of Formation of Abilene Merger, LLC
3.9#	Limited Liability Company Agreement of Abilene Merger, LLC
3.10***	Certificate of Formation of Affinity Health Systems, LLC
3.11***	Fourth Amended and Restated Limited Liability Company Agreement of Affinity Health Systems, LLC
3.12***	Certificate of Formation of Affinity Hospital, LLC

Exhibit No.	Description
3.13***	Limited Liability Company Agreement of Affinity Hospital, LLC
3.14***	Certificate of Formation of Amory HMA, LLC
3.15***	Second Amended and Restated Operating Agreement of Amory HMA, LLC
3.16#	Certificate of Incorporation of Anna Hospital Corporation
3.17#	Bylaws of Anna Hospital Corporation
3.18***	Certificate of Formation of Anniston HMA, LLC
3.19***	Second Amended and Restated Limited Liability Company Agreement of Anniston HMA, LLC
3.20***	Articles of Organization of Bartow HMA, LLC
3.21***	Amended and Restated Operating Agreement of Bartow HMA, LLC
3.22*	Certificate of Formation of Berwick Hospital Company, LLC
3.23*	Amended and Restated Limited Liability Company Agreement of Berwick Hospital Company, LLC
3.24#	Certificate of Incorporation of Big Bend Hospital Corporation
3.25#	Bylaws of Big Bend Hospital Corporation
3.26#	Certificate of Incorporation of Big Spring Hospital Corporation
3.27#	Bylaws of Big Spring Hospital Corporation
3.28***	Certificate of Formation of Biloxi H.M.A., LLC
3.29***	Second Amended and Restated Limited Liability Company Agreement of Biloxi H.M.A., LLC
3.30*	Certificate of Formation of Birmingham Holdings II, LLC
3.31*	Limited Liability Company Agreement of Birmingham Holdings II, LLC
3.32#	Certificate of Formation of Birmingham Holdings, LLC
3.33#	Limited Liability Company Agreement of Birmingham Holdings, LLC
3.34**	Certificate of Formation of Blue Island Hospital Company, LLC
3.35**	Limited Liability Company Agreement of Blue Island Hospital Company, LLC
3.36**	Certificate of Formation of Blue Island Illinois Holdings, LLC
3.37**	Limited Liability Company Agreement of Blue Island Illinois Holdings, LLC
3.38*	Certificate of Formation of Bluefield Holdings, LLC
3.39*	Limited Liability Company Agreement of Bluefield Holdings, LLC
3.40*	Certificate of Formation of Bluefield Hospital Company, LLC
3.41*	Limited Liability Company Agreement of Bluefield Hospital Company, LLC
3.42#	Certificate of Formation of Bluffton Health System LLC, as amended
3.43#	Limited Liability Company Agreement of Bluffton Health System LLC
3.44***	Certificate of Formation of Brandon HMA, LLC
3.45***	Second Amended and Restated Limited Liability Company Agreement of Brandon HMA, LLC

Exhibit No.	Description
3.46***	Articles of Organization of Brevard HMA Holdings, LLC
3.47***	Amended and Restated Operating Agreement of Brevard HMA Holdings, LLC
3.48***	Articles of Organization of Brevard HMA Hospitals, LLC
3.49***	Amended and Restated Operating Agreement of Brevard HMA Hospitals, LLC
3.50#	Certificate of Incorporation of Brownsville Hospital Corporation
3.51#	Bylaws of Brownsville Hospital Corporation
3.52#	Certificate of Limited Partnership of Brownwood Hospital, L.P.
3.53#	Agreement of Limited Partnership of Brownwood Hospital, L.P.
3.54#	Certificate of Formation of Brownwood Medical Center, LLC
3.55#	Amended and Restated Limited Liability Company Agreement of Brownwood Medical Center, LLC
3.56*	Certificate of Incorporation of Bullhead City Hospital Corporation
3.57*	Bylaws of Bullhead City Hospital Corporation
3.58*	Restated Certificate of Incorporation of Bullhead City Hospital Investment Corporation, as amended
3.59*	Bylaws of Bullhead City Hospital Investment Corporation
3.60***	Articles of Organization of Campbell County HMA, LLC
3.61***	Amended and Restated Operating Agreement of Campbell County HMA, LLC
3.62***	Certificate of Organization of Carlisle HMA, LLC
3.63***	Third Amended and Restated Limited Liability Company Agreement of Carlisle HMA, LLC
3.64#	Certificate of Formation of Carlsbad Medical Center, LLC
3.65#	Second Amended and Restated Limited Liability Company Agreement of Carlsbad Medical Center, LLC
3.66***	Certificate of Formation of Carolinas JV Holdings General, LLC
3.67***	Amended and Restated Limited Liability Company Agreement of Carolinas JV Holdings General, LLC
3.68***	Certificate of Limited Partnership of Carolinas JV Holdings, L.P.
3.69***	Limited Partnership Agreement of Carolinas JV Holdings, L.P.
3.70***	Certificate of Formation of Central Florida HMA Holdings, LLC
3.71***	Amended and Restated Limited Liability Company Agreement of Central Florida HMA Holdings, LLC
3.72***	Certificate of Formation of Central States HMA Holdings, LLC
3.73***	Amended and Restated Limited Liability Company Agreement of Central States HMA Holdings, LLC
3.74#	Certificate of Incorporation of Centre Hospital Corporation
3.75#	Bylaws of Centre Hospital Corporation
3.76***	Articles of Organization of Chester HMA, LLC

Exhibit No.	Description
3.77***	Amended and Restated Limited Liability Company Agreement of Chester HMA, LLC
3.78***	Certificate of Formation of CHHS Holdings, LLC, as amended
3.79#	Limited Liability Company Agreement of CHHS Holdings, LLC
3.80*	Certificate of Formation of CHS Kentucky Holdings, LLC
3.81*	Limited Liability Company Agreement of CHS Kentucky Holdings, LLC
3.82*	Certificate of Formation of CHS Pennsylvania Holdings, LLC
3.83*	Limited Liability Company Agreement of CHS Pennsylvania Holdings, LLC
3.84*	Certificate of Formation of CHS Virginia Holdings, LLC
3.85*	Limited Liability Company Agreement of CHS Virginia Holdings, LLC
3.86*	Certificate of Formation of CHS Washington Holdings, LLC
3.87*	Limited Liability Company Agreement of CHS Washington Holdings, LLC
3.88***	Articles of Organization of Citrus HMA, LLC
3.89***	Amended and Restated Operating Agreement of Citrus HMA, LLC
3.90***	Certificate of Formation of Clarksdale HMA, LLC
3.91***	Second Amended and Restated Operating Agreement of Clarksdale HMA, LLC
3.92***	Certificate of Formation of Clarksville Holdings II, LLC
3.93***	Limited Liability Company Agreement of Clarksville Holdings II, LLC
3.94#	Certificate of Formation of Clarksville Holdings, LLC
3.95***	Limited Liability Company Agreement of Clarksville Holdings, LLC, as amended
3.96#	Certificate of Incorporation of Cleveland Hospital Corporation, as amended
3.97#	Bylaws of Cleveland Hospital Corporation
3.98*	Certificate of Formation of Cleveland Tennessee Hospital Company, LLC, as amended
3.99*	Limited Liability Company Agreement of Cleveland Tennessee Hospital Company, LLC
3.100#	Articles of Incorporation of Clinton Hospital Corporation
3.101#	Bylaws of Clinton Hospital Corporation
3.102#	Articles of Incorporation of Coatesville Hospital Corporation
3.103#	Bylaws of Coatesville Hospital Corporation
3.104***	Articles of Organization of Cocke County HMA, LLC
3.105***	Amended and Restated Operating Agreement of Cocke County HMA, LLC
3.106#	Certificate of Limited Partnership of College Station Hospital, L.P.
3.107#	Agreement of Limited Partnership of College Station Hospital, L.P.
3.108#	Certificate of Formation of College Station Medical Center, LLC
3.109#	Limited Liability Company Agreement of College Station Medical Center, LLC
3.110#	Certificate of Formation of College Station Merger, LLC

Exhibit No.	Description
3.111#	Limited Liability Company Agreement of College Station Merger, LLC
3.112#	Certificate of Incorporation of Community GP Corp.
3.113#	Bylaws of Community GP Corp.
3.114***	Certificate of Formation of Community Health Investment Company, LLC
3.115#	Limited Liability Company Agreement of Community Health Investment Company, LLC
3.116#	Certificate of Incorporation of Community LP Corp.
3.117#	Bylaws of Community LP Corp.
3.118#	Certificate of Formation of CP Hospital GP, LLC
3.119#	Limited Liability Company Agreement of CP Hospital GP, LLC
3.120#	Certificate of Formation of CPLP, LLC
3.121#	Limited Liability Company Agreement of CPLP, LLC
3.122#	Second Amended and Restated Certificate of Formation of Crestwood Hospital, LLC
3.123#	Second Amended and Restated Limited Liability Company Agreement of Crestwood Hospital, LLC
3.124#	Second Amended and Restated Certificate of Formation of Crestwood Hospital LP, LLC
3.125#	Amended and Restated Limited Liability Company Agreement of Crestwood Hospital LP, LLC
3.126#	Certificate of Formation of CSMC, LLC
3.127#	Amended and Restated Limited Liability Company Agreement of CSMC, LLC
3.128#	Certificate of Formation of CSRA Holdings, LLC
3.129#	Limited Liability Company Agreement of CSRA Holdings, LLC
3.130#	Amended and Restated Certificate of Formation of Deaconess Holdings, LLC
3.131#	Amended and Restated Limited Liability Company Agreement of Deaconess Holdings, LLC
3.132#	Certificate of Formation of Deaconess Hospital Holdings, LLC
3.133#	Amended and Restated Limited Liability Company Agreement of Deaconess Hospital Holdings, LLC
3.134#	Certificate of Incorporation of Deming Hospital Corporation
3.135#	Bylaws of Deming Hospital Corporation
3.136#	Certificate of Formation of Desert Hospital Holdings, LLC
3.137#	Limited Liability Company Agreement of Desert Hospital Holdings, LLC
3.138#	Certificate of Formation of Detar Hospital, LLC
3.139#	Amended and Restated Limited Liability Company Agreement of Detar Hospital, LLC
3.140*	Certificate of Formation of DHFW Holdings, LLC
3.141*	Limited Liability Company Agreement of DHFW Holdings, LLC
3.142*	Certificate of Formation of DHSC, LLC
3.143***	Limited Liability Company Agreement of DHSC, LLC, as amended
3.144#	Amended and Restated Certificate of Formation of Dukes Health System, LLC

Exhibit No.	Description
3.145#	Amended and Restated Limited Liability Company Agreement of Dukes Health System, LLC
3.146#	Certificate of Incorporation of Dyersburg Hospital Corporation
3.147#	Bylaws of Dyersburg Hospital Corporation
3.148#	Certificate of Incorporation of Emporia Hospital Corporation
3.149#	Bylaws of Emporia Hospital Corporation
3.150#	Certificate of Incorporation of Evanston Hospital Corporation
3.151#	Bylaws of Evanston Hospital Corporation
3.152#	Certificate of Incorporation of Fallbrook Hospital Corporation
3.153#	Bylaws of Fallbrook Hospital Corporation
3.154***	Certificate of Formation of Florida HMA Holdings, LLC
3.155***	Amended and Restated Limited Liability Company Agreement of Florida HMA Holdings, LLC
3.156#	Certificate of Incorporation of Foley Hospital Corporation
3.157#	Bylaws of Foley Hospital Corporation
3.158#	Certificate of Formation of Forrest City Arkansas Hospital Company, LLC
3.159#	Operating Agreement of Forrest City Arkansas Hospital Company, LLC, as amended
3.160#	Certificate of Incorporation of Forrest City Hospital Corporation
3.161#	Bylaws of Forrest City Hospital Corporation
3.162#	Certificate of Incorporation of Fort Payne Hospital Corporation
3.163#	Bylaws of Fort Payne Hospital Corporation
3.164***	Articles of Organization of Fort Smith HMA, LLC
3.165***	Amended and Restated Limited Liability Company Agreement of Fort Smith HMA, LLC
3.166#	Certificate of Incorporation of Frankfort Health Partner, Inc.
3.167#	Bylaws of Frankfort Health Partner, Inc.
3.168#	Certificate of Incorporation of Franklin Hospital Corporation
3.169#	Bylaws of Franklin Hospital Corporation
3.170#	Certificate of Formation of Gadsden Regional Medical Center, LLC
3.171#	Limited Liability Company Agreement of Gadsden Regional Medical Center, LLC
3.172#	Certificate of Incorporation of Galesburg Hospital Corporation
3.173#	Bylaws of Galesburg Hospital Corporation
3.174#	Certificate of Incorporation of Granbury Hospital Corporation
3.175#	Bylaws of Granbury Hospital Corporation
3.176#	Certificate of Incorporation of Granite City Hospital Corporation
3.177#	Bylaws of Granite City Hospital Corporation
3.178#	Certificate of Formation of Granite City Illinois Hospital Company, LLC

Exhibit No.	Description
3.179#	Limited Liability Company Operating Agreement of Granite City Illinois Hospital Company, LLC
3.180#	Certificate of Incorporation of Greenville Hospital Corporation
3.181#	Bylaws of Greenville Hospital Corporation
3.182#	Certificate of Formation of GRMC Holdings, LLC
3.183#	Limited Liability Company Agreement of GRMC Holdings, LLC
3.184*	Certificate of Formation of Hallmark Healthcare Company, LLC
3.185*	Limited Liability Company Agreement of Hallmark Healthcare Company, LLC
3.186***	Articles of Organization of Hamlet H.M.A., LLC
3.187***	Second Amended and Restated Operating Agreement of Hamlet H.M.A., LLC
3.188***	Amended and Restated Certificate of Incorporation of Health Management Associates, Inc.
3.189***	Bylaws of Health Management Associates, Inc.
3.190***	Certificate of Limited Partnership of Health Management Associates, LP
3.191***	Limited Partnership Agreement of Health Management Associates, LP
3.192***	Certificate of Formation of Health Management General Partner I, LLC
3.193***	Amended and Restated Limited Liability Company Agreement of Health Management General Partner I, LLC
3.194***	Certificate of Formation of Health Management General Partner, LLC
3.195***	Amended and Restated Limited Liability Company Agreement of Health Management General Partner, LLC
3.196***	Articles of Organization of HMA Fentress County General Hospital, LLC
3.197***	Second Amended and Restated Operating Agreement of HMA Fentress County General Hospital, LLC
3.198***	Certificate of Limited Partnership of HMA Hospitals Holdings, LP
3.199***	Limited Partnership Agreement of HMA Hospitals Holdings, LP
3.200***	Articles of Organization of HMA Santa Rosa Medical Center, LLC
3.201***	Amended and Restated Operating Agreement of HMA Santa Rosa Medical Center, LLC
3.202***	Certificate of Formation of HMA Services GP, LLC
3.203***	Amended and Restated Limited Liability Company Agreement of HMA Services GP, LLC
3.204#	Certificate of Formation of Hobbs Medco, LLC
3.205#	Limited Liability Company Agreement of Hobbs Medco, LLC
3.206***	Articles of Organization of Hospital Management Associates, LLC
3.207***	Amended and Restated Operating Agreement of Hospital Management Associates, LLC
3.208***	Certificate of Limited Partnership of Hospital Management Services of Florida, LP
3.209***	Limited Partnership Agreement of Hospital Management Services of Florida, LP
3.210#	Certificate of Incorporation of Hospital of Barstow, Inc.

Exhibit No.	Description
3.211#	Bylaws of Hospital of Barstow, Inc.
3.212#	Certificate of Incorporation of Hospital of Fulton, Inc.
3.213#	Bylaws of Hospital of Fulton, Inc.
3.214#	Certificate of Incorporation of Hospital of Louisa, Inc.
3.215#	Bylaws of Hospital of Louisa, Inc.
3.216#	Certificate of Incorporation of Hospital of Morristown, Inc.
3.217#	Bylaws of Hospital of Morristown, Inc.
3.218***	Certificate of Formation of Jackson HMA, LLC
3.219***	Second Amended and Restated Limited Liability Company Agreement of Jackson HMA, LLC
3.220#	Certificate of Incorporation of Jackson Hospital Corporation (a Kentucky corporation)
3.221#	Bylaws of Jackson Hospital Corporation (a Kentucky corporation)
3.222#	Certificate of Incorporation of Jackson Hospital Corporation (a Tennessee corporation)
3.223#	Bylaws of Jackson Hospital Corporation (a Tennessee corporation)
3.224***	Articles of Organization of Jefferson County HMA, LLC
3.225***	Amended and Restated Operating Agreement of Jefferson County HMA, LLC
3.226#	Certificate of Incorporation of Jourdanton Hospital Corporation
3.227#	Bylaws of Jourdanton Hospital Corporation
3.228#	Certificate of Incorporation of Kay County Hospital Corporation
3.229#	Bylaws of Kay County Hospital Corporation
3.230#	Certificate of Formation of Kay County Oklahoma Hospital Company, LLC
3.231#	Operating Agreement of Kay County Oklahoma Hospital Company, LLC, as amended
3.232***	Articles of Organization of Kennett HMA, LLC
3.233***	Second Amended and Restated Limited Liability Company Agreement of Kennett HMA, LLC
3.234***	Articles of Organization of Key West HMA, LLC
3.235***	Amended and Restated Operating Agreement of Key West HMA, LLC
3.236*	Certificate of Formation of Kirksville Hospital Company, LLC
3.237*	Amended and Restated Limited Liability Company Agreement of Kirksville Hospital Company, LLC
3.238***	Articles of Organization of Knoxville HMA Holdings, LLC
3.239***	Amended and Restated Operating Agreement of Knoxville HMA Holdings, LLC
3.240#	Certificate of Incorporation of Lakeway Hospital Corporation, as amended
3.241#	Bylaws of Lakeway Hospital Corporation
3.242#	Certificate of Incorporation of Lancaster Hospital Corporation
3.243#	Bylaws of Lancaster Hospital Corporation
3.244#	Certificate of Formation of Las Cruces Medical Center, LLC

Exhibit No.	Description
3.245#	Amended and Restated Limited Liability Company Agreement of Las Cruces Medical Center, LLC
3.246#	Certificate of Formation of Lea Regional Hospital, LLC
3.247#	Amended and Restated Limited Liability Company Agreement of Lea Regional Hospital, LLC
3.248***	Articles of Organization of Lehigh HMA, LLC
3.249***	Amended and Restated Operating Agreement of Lehigh HMA, LLC
3.250#	Certificate of Incorporation of Lexington Hospital Corporation
3.251#	Bylaws of Lexington Hospital Corporation
3.252***	Certificate of Limited Partnership of Lone Star HMA, L.P.
3.253***	Agreement of Limited Partnership of Lone Star HMA, L.P.
3.254**	Certificate of Formation of Longview Clinic Operations Company, LLC
3.255**	Limited Liability Company Agreement of Longview Clinic Operations Company, LLC
3.256**	Certificate of Limited Partnership of Longview Medical Center, L.P.
3.257**	Amended and Restated Limited Partnership Agreement of Longview Medical Center, L.P.
3.258#	Certificate of Formation of Longview Merger, LLC
3.259#	Limited Liability Company Agreement of Longview Merger, LLC
3.260#	Certificate of Formation of LRH, LLC
3.261#	Amended and Restated Limited Liability Company Agreement of LRH, LLC
3.262#	Restated Certificate of Formation of Lutheran Health Network of Indiana, LLC
3.263#	Second Amended and Restated Limited Liability Company Agreement of Lutheran Health Network of Indiana, LLC
3.264***	Certificate of Formation of Madison HMA, LLC
3.265***	Second Amended and Restated Operating Agreement of Madison HMA, LLC
3.266#	Certificate of Incorporation of Marion Hospital Corporation
3.267#	Bylaws of Marion Hospital Corporation
3.268#	Certificate of Incorporation of Martin Hospital Corporation
3.269#	Bylaws of Martin Hospital Corporation
3.270*	Restated Certificate of Formation of Massillon Community Health System LLC
3.271*	Amended and Restated Limited Liability Company Agreement of Massillon Community Health System LLC
3.272#	Certificate of Formation of Massillon Health System LLC, as amended
3.273#	Second Amended and Restated Operating Agreement of Massillon Health System LLC
3.274*	Certificate of Formation of Massillon Holdings, LLC
3.275*	Limited Liability Company Agreement of Massillon Holdings, LLC
3.276*	Certificate of Formation of McKenzie Tennessee Hospital Company, LLC

Exhibit No.	Description
3.277*	Amended and Restated Limited Liability Company Agreement of McKenzie Tennessee Hospital Company, LLC
3.278#	Certificate of Incorporation of McNairy Hospital Corporation
3.279#	Bylaws of McNairy Hospital Corporation
3.280*	Certificate of Formation of MCSA, L.L.C.
3.281*	Third Amended and Restated Limited Liability Company Agreement of MCSA, L.L.C.
3.282#	Certificate of Formation of Medical Center of Brownwood, LLC
3.283#	Amended and Restated Limited Liability Company Agreement of Medical Center of Brownwood, LLC
3.284***	Articles of Organization of Melbourne HMA, LLC
3.285***	Amended and Restated Operating Agreement of Melbourne HMA, LLC
3.286*	Certificate of Formation of Merger Legacy Holdings, LLC
3.287*	Limited Liability Company Agreement of Merger Legacy Holdings, LLC
3.288***	Certificate of Formation of Mesquite HMA General, LLC
3.289***	Amended and Restated Limited Liability Company Agreement of Mesquite HMA, LLC
3.290***	Articles of Organization Metro Knoxville HMA, LLC
3.291***	Amended and Restated Operating Agreement of Metro Knoxville HMA, LLC
3.292***	Certificate of Formation of Mississippi HMA Holdings I, LLC
3.293***	Amended and Restated Limited Liability Company Agreement of Mississippi HMA Holdings I, LLC
3.294***	Certificate of Formation of Mississippi HMA Holdings II, LLC
3.295***	Amended and Restated Limited Liability Company Agreement of Mississippi HMA Holdings II, LLC
3.296#	Certificate of Formation of MMC of Nevada, LLC
3.297#	Limited Liability Company Agreement of MMC of Nevada, LLC, as amended
3.298***	Certificate of Formation of Moberly Hospital Company, LLC
3.299#	Amended and Restated Limited Liability Company Agreement of Moberly Hospital Company, LLC
3.300***	Articles of Organization of Monroe HMA, LLC
3.301***	Second Amended and Restated Operating Agreement of Monroe HMA, LLC
3.302*	Certificate of Formation of MWMC Holdings, LLC
3.303***	Amended and Restated Limited Liability Company Agreement of MWMC Holdings, LLC
3.304*	Certificate of Formation of Nanticoke Hospital Company, LLC
3.305*	Limited Liability Company Agreement of Nanticoke Hospital Company, LLC
3.306***	Articles of Organization of Naples HMA, LLC
3.307***	Amended and Restated Operating Agreement of Naples HMA, LLC
3.308*	Certificate of Incorporation of National Healthcare of Leesville, Inc., as amended

Exhibit No.	Description
3.309*	Bylaws of National Healthcare of Leesville, Inc.
3.310***	Certificate of Incorporation of National Healthcare of Mt. Vernon, Inc., as amended
3.311#	Bylaws of National Healthcare of Mt. Vernon, Inc.
3.312***	Certificate of Incorporation of National Healthcare of Newport, Inc., as amended
3.313#	Bylaws of National Healthcare of Newport, Inc.
3.314#	Certificate of Limited Partnership of Navarro Hospital, L.P.
3.315#	Agreement of Limited Partnership of Navarro Hospital, L.P.
3.316#	Certificate of Formation of Navarro Regional, LLC
3.317#	Amended and Restated Limited Liability Company Agreement of Navarro Regional, LLC
3.318*	Certificate of Formation of NC-DSH, LLC
3.319*	Operating Agreement of NC-DSH, LLC
3.320*	Certificate of Formation of Northampton Hospital Company, LLC
3.321*	Amended and Restated Limited Liability Company Agreement of Northampton Hospital Company, LLC
3.322***	Certificate of Formation of Northwest Arkansas Hospitals, LLC
3.323***	Third Amended and Restated Limited Liability Company Agreement of Northwest Arkansas Hospitals, LLC
3.324*	Certificate of Formation of Northwest Hospital, LLC
3.325*	Limited Liability Company Agreement of Northwest Hospital, LLC
3.326*	Certificate of Formation of NOV Holdings, LLC
3.327*	Limited Liability Company Agreement of NOV Holdings, LLC
3.328#	Certificate of Formation of NRH, LLC
3.329#	Amended and Restated Limited Liability Company Agreement of NRH, LLC
3.330#	Certificate of Incorporation of Oak Hill Hospital Corporation
3.331#	Bylaws of Oak Hill Hospital Corporation
3.332*	Amended and Restated Certificate of Formation of Oro Valley Hospital, LLC
3.333*	Limited Liability Company Agreement of Oro Valley Hospital, LLC
3.334#	Second Amended and Restated Certificate of Formation of Palmer-Wasilla Health System, LLC
3.335#	Amended and Restated Limited Liability Company Agreement of Palmer-Wasilla Health System, LLC
3.336#	Certificate of Incorporation of Payson Hospital Corporation
3.337#	Bylaws of Payson Hospital Corporation
3.338**	Certificate of Formation of Peckville Hospital Company, LLC
3.339**	Limited Liability Company Agreement of Peckville Hospital Company, LLC
3.340*	Certificate of Formation of Pennsylvania Hospital Company, LLC, as amended

Exhibit No.	Description
3.341#	Limited Liability Company Agreement of Pennsylvania Hospital Company, LLC
3.342#	Certificate of Incorporation of Phillips Hospital Corporation
3.343#	Bylaws of Phillips Hospital Corporation
3.344*	Certificate of Formation of Phoenixville Hospital Company, LLC, as amended
3.345#	Limited Liability Company Agreement of Phoenixville Hospital Company, LLC
3.346***	Articles of Organization of Poplar Bluff Regional Medical Center, LLC
3.347***	Third Amended and Restated Limited Liability Company Agreement of Poplar Bluff Regional Medical Center, LLC
3.348***	Articles of Organization of Port Charlotte HMA, LLC
3.349***	Amended and Restated Operating Agreement of Port Charlotte HMA, LLC
3.350*	Certificate of Formation of Pottstown Hospital Company, LLC, as amended
3.351#	Limited Liability Company Agreement of Pottstown Hospital Company, LLC
3.352***	Articles of Organization of Punta Gorda HMA, LLC
3.353***	Amended and Restated Operating Agreement of Punta Gorda HMA, LLC
3.354*	Certificate of Formation of QHG Georgia Holdings II, LLC
3.355*	Limited Liability Company Agreement of QHG Georgia Holdings II, LLC
3.356#	Certificate of Incorporation of QHG Georgia Holdings, Inc.
3.357#	Bylaws of QHG Georgia Holdings, Inc.
3.358*	Certificate of Limited Partnership of QHG Georgia, LP
3.359*	Agreement of Limited Partnership of QHG Georgia, LP
3.360*	Certificate of Formation of QHG of Bluffton Company, LLC
3.361*	Limited Liability Company Agreement of QHG of Bluffton Company, LLC
3.362#	Certificate of Incorporation of QHG of Clinton County, Inc.
3.363#	Bylaws of QHG of Clinton County, Inc.
3.364#	Certificate of Incorporation of QHG of Enterprise, Inc.
3.365#	Bylaws of QHG of Enterprise, Inc.
3.366#	Certificate of Incorporation of QHG of Forrest County, Inc.
3.367#	Bylaws of QHG of Forrest County, Inc.
3.368***	Certificate of Formation of QHG of Fort Wayne Company, LLC, as amended
3.369#	Limited Liability Company Agreement of QHG of Fort Wayne Company, LLC
3.370#	Certificate of Incorporation of QHG of Hattiesburg, Inc.
3.371#	Bylaws of QHG of Hattiesburg, Inc.
3.372#	Certificate of Incorporation of QHG of Massillon, Inc.
3.373#	Bylaws of QHG of Massillon, Inc.

Exhibit No.	Description
3.374#	Certificate of Incorporation of QHG of South Carolina, Inc.
3.375#	Bylaws of QHG of South Carolina, Inc.
3.376#	Certificate of Incorporation of QHG of Spartanburg, Inc.
3.377#	Bylaws of QHG of Spartanburg, Inc.
3.378#	Certificate of Incorporation of QHG of Springdale, Inc.
3.379#	Bylaws of QHG of Springdale, Inc.
3.380*	Certificate of Formation of QHG of Warsaw Company, LLC
3.381*	Limited Liability Company Agreement of QHG of Warsaw Company, LLC
3.382#	Certificate of Formation of Quorum Health Resources, LLC, as amended
3.383#	Limited Liability Company Agreement of Quorum Health Resources, LLC
3.384#	Certificate of Incorporation of Red Bud Hospital Corporation
3.385#	Bylaws of Red Bud Hospital Corporation
3.386#	Certificate of Formation of Red Bud Illinois Hospital Company, LLC
3.387#	Limited Liability Company Operating Agreement of Red Bud Illinois Hospital Company, LLC
3.388#	Certificate of Formation of Regional Hospital of Longview, LLC
3.389#	Amended and Restated Limited Liability Company Agreement of Regional Hospital of Longview, LLC
3.390***	Certificate of Formation of River Oaks Hospital, LLC
3.391***	Second Amended and Restated Operating Agreement of River Oaks Hospital, LLC
3.392#	Certificate of Formation of River Region Medical Corporation
3.393#	Amended and Restated Bylaws of River Region Medical Corporation
3.394***	Articles of Organization of Rockledge HMA, LLC
3.395***	Amended and Restated Operating Agreement of Rockledge HMA, LLC
3.396***	Certificate of Formation of ROH, LLC
3.397***	Amended and Restated Operating Agreement of ROH, LLC
3.398#	Certificate of Incorporation of Roswell Hospital Corporation
3.399#	Bylaws of Roswell Hospital Corporation
3.400***	Certificate of Incorporation of Ruston Hospital Corporation, as amended
3.401#	Bylaws of Ruston Hospital Corporation
3.402***	Certificate of Formation of Ruston Louisiana Hospital Company, LLC, as amended
3.403#	Limited Liability Company Operating Agreement of Ruston Louisiana Hospital Company, LLC
3.404#	Certificate of Formation of SACMC, LLC
3.405#	Amended and Restated Limited Liability Company Agreement of SACMC, LLC
3.406#	Articles of Incorporation of Salem Hospital Corporation

Exhibit No.	Description
3.407#	Bylaws of Salem Hospital Corporation
3.408#	Certificate of Formation of San Angelo Community Medical Center, LLC
3.409#	Amended and Restated Limited Liability Company Agreement of San Angelo Community Medical Center, LLC
3.410#	Certificate of Formation of San Angelo Medical, LLC
3.411#	Limited Liability Company Agreement of San Angelo Medical, LLC
3.412#	Certificate of Incorporation of San Miguel Hospital Corporation
3.413#	Bylaws of San Miguel Hospital Corporation
3.414*	Certificate of Formation of Scranton Holdings, LLC
3.415*	Limited Liability Company Agreement of Scranton Holdings, LLC
3.416*	Certificate of Formation of Scranton Hospital Company, LLC
3.417*	Limited Liability Company Agreement of Scranton Hospital Company, LLC
3.418**	Certificate of Formation of Scranton Quincy Holdings, LLC
3.419**	Limited Liability Company Agreement of Scranton Quincy Holdings, LLC
3.420**	Certificate of Formation of Scranton Quincy Hospital Company, LLC
3.421**	Limited Liability Company Agreement of Scranton Quincy Hospital Company, LLC
3.422***	Articles of Organization of Sebastian Hospital, LLC
3.423***	Amended and Restated Operating Agreement of Sebastian Hospital, LLC
3.424***	Articles of Organization of Sebring Hospital Management Associates, LLC
3.425***	Amended and Restated Operating Agreement of Sebring Hospital Management Associates, LLC
3.426***	Certificate of Formation of Sharon Pennsylvania Holdings, LLC
3.427***	Limited Liability Company Agreement of Sharon Pennsylvania Holdings, LLC
3.428***	Certificate of Formation of Sharon Pennsylvania Hospital Company, LLC
3.429***	Limited Liability Company Agreement of Sharon Pennsylvania Hospital Company, LLC
3.430#	Certificate of Incorporation of Shelbyville Hospital Corporation
3.431#	Bylaws of Shelbyville Hospital Corporation
3.432*	Certificate of Formation of Siloam Springs Arkansas Hospital Company, LLC
3.433*	Limited Liability Company Agreement of Siloam Springs Arkansas Hospital Company, LLC
3.434*	Certificate of Formation of Siloam Springs Holdings, LLC
3.435*	Limited Liability Company Agreement of Siloam Springs Holdings, LLC
3.436***	Certificate of Formation of Southeast HMA Holdings, LLC
3.437***	Amended and Restated Limited Liability Company Agreement of Southeast HMA Holdings, LLC
3.438#	Certificate of Formation of Southern Texas Medical Center, LLC
3.439#	Limited Liability Company Agreement of Southern Texas Medical Center, LLC

Exhibit No.	Description
3.440***	Certificate of Formation of Southwest Florida HMA Holdings, LLC
3.441***	Amended and Restated Limited Liability Company Agreement of Southwest Florida HMA Holdings, LLC
3.442*	Certificate of Formation of Spokane Valley Washington Hospital Company, LLC
3.443*	Limited Liability Company Agreement of Spokane Valley Washington Hospital Company, LLC
3.444*	Certificate of Formation of Spokane Washington Hospital Company, LLC
3.445*	Limited Liability Company Agreement of Spokane Washington Hospital Company, LLC
3.446***	Articles of Organization of Statesville HMA, LLC
3.447***	Second Amended and Restated Operating Agreement of Statesville HMA, LLC
3.448***	Certificate of Limited Partnership of Tennessee HMA Holdings, LP
3.449***	Limited Partnership Agreement of Tennessee HMA Holdings, LP
3.450*	Certificate of Formation of Tennyson Holdings, LLC
3.451**	Limited Liability Company Agreement of Tennyson Holdings, LLC
3.452**	Certificate of Formation of Tomball Texas Holdings, LLC
3.453**	Limited Liability Company Agreement of Tomball Texas Holdings, LLC
3.454**	Certificate of Formation of Tomball Texas Hospital Company, LLC
3.455**	Limited Liability Company Agreement of Tomball Texas Hospital Company, LLC
3.456#	Articles of Incorporation of Tooele Hospital Corporation
3.457#	Bylaws of Tooele Hospital Corporation
3.458***	Restated Certificate of Incorporation of Triad Healthcare Corporation, as amended
3.459#	Bylaws of Triad Healthcare Corporation
3.460#	Certificate of Formation of Triad Holdings III, LLC
3.461#	Amended and Restated Limited Liability Company Agreement of Triad Holdings III, LLC
3.462#	Second Amended and Restated Certificate of Formation of Triad Holdings IV, LLC
3.463#	Second Amended and Restated Limited Liability Company Agreement of Triad Holdings IV, LLC
3.464***	Certificate of Formation of Triad Holdings V, LLC
3.465#	Limited Liability Company Agreement of Triad Holdings V, LLC
3.466**	Certificate of Formation of Triad Nevada Holdings, LLC
3.467**	Limited Liability Company Agreement of Triad Nevada Holdings, LLC
3.468#	Second Amended and Restated Certificate of Formation of Triad of Alabama, LLC
3.469#	Amended and Restated Limited Liability Company Agreement of Triad of Alabama, LLC
3.470#	Second Amended and Restated Certificate of Formation of Triad of Oregon, LLC
3.471#	Amended and Restated Limited Liability Company Agreement of Triad of Oregon, LLC
3.472#	Certificate of Formation of Triad-ARMC, LLC

Exhibit No.	Description
3.473#	Limited Liability Company Agreement of Triad-ARMC, LLC
3.474#	Certificate of Incorporation of Triad-El Dorado, Inc., as amended
3.475#	Bylaws of Triad-El Dorado, Inc.
3.476#	Certificate of Formation of Triad-Navarro Regional Hospital Subsidiary, LLC
3.477#	Limited Liability Company Agreement of Triad-Navarro Regional Hospital Subsidiary, LLC
3.478**	Certificate of Formation of Tunkhannock Hospital Company, LLC
3.479**	Limited Liability Company Agreement of Tunkhannock Hospital Company, LLC
3.480***	Certificate of Formation of Van Buren H.M.A., LLC
3.481***	Amended and Restated Limited Liability Company Agreement of Van Buren H.M.A., LLC
3.482***	Articles of Organization of Venice HMA, LLC
3.483***	Amended and Restated Operating Agreement of Venice HMA, LLC
3.484#	Certificate of Formation of VHC Medical, LLC
3.485#	Limited Liability Company Agreement of VHC Medical, LLC
3.486#	Certificate of Formation of Vicksburg Healthcare, LLC, as amended
3.487#	Second Amended and Restated Operating Agreement of Vicksburg Healthcare, LLC
3.488#	Certificate of Formation of Victoria Hospital, LLC
3.489#	Amended and Restated Limited Liability Company Agreement of Victoria Hospital, LLC
3.490#	Certificate of Limited Partnership of Victoria of Texas, L.P.
3.491#	Agreement of Limited Partnership of Victoria of Texas, L.P.
3.492#	Certificate of Formation of Virginia Hospital Company, LLC
3.493#	Limited Liability Company Agreement of Virginia Hospital Company, LLC
3.494**	Certificate of Formation of Warren Ohio Hospital Company, LLC
3.495**	Limited Liability Company Agreement of Warren Ohio Hospital Company, LLC
3.496**	Certificate of Formation of Warren Ohio Rehab Hospital Company, LLC
3.497**	Limited Liability Company Agreement of Warren Ohio Rehab Hospital Company, LLC
3.498#	Certificate of Incorporation of Watsonville Hospital Corporation
3.499#	Bylaws of Watsonville Hospital Corporation
3.500#	Certificate of Incorporation of Waukegan Hospital Corporation
3.501#	Bylaws of Waukegan Hospital Corporation
3.502#	Certificate of Formation of Waukegan Illinois Hospital Company, LLC
3.503#	Operating Agreement of Waukegan Illinois Hospital Company, LLC, as amended
3.504#	Certificate of Incorporation of Weatherford Hospital Corporation
3.505#	Bylaws of Weatherford Hospital Corporation
3.506#	Certificate of Formation of Weatherford Texas Hospital Company, LLC

Exhibit No.	Description
3.507#	Limited Liability Company Agreement of Weatherford Texas Hospital Company, LLC
3.508***	Certificate of Incorporation of Webb Hospital Corporation, as amended
3.509#	Bylaws of Webb Hospital Corporation
3.510**	Certificate of Formation of Webb Hospital Holdings, LLC, as amended
3.511#	Limited Liability Company Agreement of Webb Hospital Holdings, LLC
3.512**	Certificate of Formation of Wesley Health System LLC, as amended
3.513**	Limited Liability Company Agreement of Wesley Health System LLC
3.514**	Certificate of Formation of West Grove Hospital Company, LLC
3.515**	Amended and Restated Limited Liability Company Agreement of West Grove Hospital Company, LLC
3.516#	Certificate of Formation of WHMC, LLC
3.517#	Limited Liability Company Agreement of WHMC, LLC
3.518**	Certificate of Formation of Wilkes-Barre Behavioral Hospital Company, LLC
3.519**	Limited Liability Company Agreement of Wilkes-Barre Behavioral Hospital Company, LLC
3.520**	Certificate of Formation of Wilkes-Barre Holdings, LLC
3.521**	Limited Liability Company Agreement of Wilkes-Barre Holdings, LLC
3.522**	Certificate of Formation of Wilkes-Barre Hospital Company, LLC
3.523**	Limited Liability Company Agreement of Wilkes-Barre Hospital Company, LLC
3.524#	Certificate of Incorporation of Williamston Hospital Corporation
3.525#	Bylaws of Williamston Hospital Corporation
3.526***	Articles of Organization of Winder HMA, LLC
3.527***	Second Amended and Restated Operating Agreement of Winder HMA, LLC
3.528#	Certificate of Formation of Women & Children's Hospital, LLC
3.529#	Amended and Restated Limited Liability Company Agreement of Women & Children's Hospital, LLC
3.530#	Certificate of Formation of Woodland Heights Medical Center, LLC
3.531#	Amended and Restated Limited Liability Company Agreement of Woodland Heights Medical Center, LLC
3.532#	Second Amended and Restated Certificate of Formation of Woodward Health System, LLC
3.533#	Limited Liability Company Agreement of Woodward Health System, LLC
3.534***	Certificate of Formation of Yakima HMA, LLC
3.535***	Third Amended and Restated Limited Liability Company Agreement of Yakima HMA, LLC
3.536***	Certificate of Formation of York Pennsylvania Holdings, LLC
3.537***	Limited Liability Company Agreement of York Pennsylvania Holdings, LLC
3.538***	Certificate of Formation of York Pennsylvania Hospital Company, LLC

Exhibit No.	Description
3.539***	Limited Liability Company Agreement of York Pennsylvania Hospital Company, LLC
3.540**	Certificate of Formation of Youngstown Ohio Hospital Company, LLC
3.541**	Limited Liability Company Agreement of Youngstown Ohio Hospital Company, LLC
4.1	Senior Notes Indenture relating to CHS/Community Health Systems, Inc.'s 8.000% Senior Notes due 2019, dated as of November 22, 2011, by and among CHS/Community Health Systems, Inc., the Guarantors party thereto and Regions Bank, as successor trustee (incorporated by reference to Exhibit 4.6 to Community Health Systems, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2011 filed February 23, 2012 (No. 001-15925))
4.2	Form of 8.000% Senior Note due 2019 (included in Exhibit 4.12)
4.3	Registration Rights Agreement relating to CHS/Community Health Systems, Inc.'s 8.000% Senior Notes due 2019, dated as of November 22, 2011, by and among CHS/Community Health Systems, Inc., the Guarantors party thereto and the Initial Purchasers (incorporated by reference to Exhibit 4.8 to Community Health Systems, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2011 filed February 23, 2012 (No. 001-15925))
4.4	First Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 8.000% Senior Notes due 2019, dated as of January 31, 2012, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and U.S. Bank National Association, as Trustee (incorporated by reference to Exhibit 4.35 to Community Health Systems, Inc.'s Registration Statement on Form S-4/A filed April 2, 2012 (No. 333-180265))
4.5	Second Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 8.000% Senior Notes due 2019, dated as of March 31, 2012, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and U.S. Bank National Association, as Trustee (incorporated by reference to Exhibit 4.36 to Community Health Systems, Inc.'s Registration Statement on Form S-4/A filed April 2, 2012 (No. 333-180265))
4.6	Third Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 8.000% Senior Notes due 2019, dated as of May 15, 2012, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and U.S. Bank National Association, as Trustee (incorporated by reference to Exhibit 4.2 to Community Health Systems, Inc.'s Current Report on Form 8-K filed July 18, 2012 (No. 001-15925))
4.7	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 (incorporated by reference to Exhibit 4.5 to Community Health Systems, Inc.'s Quarterly report on Form 10-Q for the quarter ended September 30, 2012 filed November 1, 2012 (No. 001-15925))
4.8	Fifth Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 8.000% Senior Notes due 2019, dated as of March 31, 2013, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and Regions Bank, as successor trustee thereto (incorporated by reference to Exhibit 4.1 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2013 filed April 30, 2013 (No. 001-15925))
4.9	Release of Certain Guarantor relating to CHS/Community Health Systems, Inc.'s 8.000% Senior Notes due 2019, dated as of March 31, 2013, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and Regions Bank (incorporated by reference to Exhibit 4.4 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2013 filed April 30, 2013 (No. 001-15925))

Exhibit No.	Description
4.10	Sixth Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 8.000% Senior Notes due 2019, dated as of September 30, 2013, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and Regions Bank, as successor trustee thereto (incorporated by reference to Exhibit 4.1 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2013 filed October 31, 2013 (No. 001-15925))
4.11	Seventh Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 8.000% Senior Notes due 2019, dated as of February 12, 2014, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and Regions Bank, as successor Trustee (incorporated by reference to Exhibit 4.12 to Community Health Systems, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2013 filed February 26, 2014 (No. 001-15925))
4.12	Eighth Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 8.000% Senior Notes due 2019, dated as of June 30, 2014, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and Regions Bank, as successor Trustee (incorporated by reference to Exhibit 4.1 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2014, filed August 1, 2014 (No. 001-15925))
4.13	Senior Notes Indenture relating to CHS/Community Health Systems, Inc.'s 7.125% Senior Notes due 2020, dated as of July 18, 2012, by and among CHS/Community Health Systems, Inc., the Guarantors party thereto and Regions Bank, as Trustee (incorporated by reference to Exhibit 4.1 to Community Health Systems, Inc.'s Current Report on Form 8-K filed July 18, 2012 (No. 001-15925))
4.14	Form of 7.125% Senior Note due 2020 (included in Exhibit 4.24)
4.15	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, as Trustee (incorporated by reference to Exhibit 4.6 to Community Health Systems, Inc.'s Quarterly report on Form 10-Q for the quarter ended September 30, 2012 filed November 1, 2012 (No. 001-15925))
4.16	Second Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 7.125% Senior Notes due 2020, dated as of March 31, 2013, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and Regions Bank, as Trustee (incorporated by reference to Exhibit 4.2 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2013 filed April 30, 2013 (No. 001-15925))
4.17	Release of Certain Guarantor relating to CHS/Community Health Systems, Inc.'s 7.125% Senior Notes due 2020, dated as of March 31, 2013, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and Regions Bank, as Trustee (incorporated by reference to Exhibit 4.5 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2013 filed April 30, 2013 (No. 001-15925))
4.18	Third Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 7.125% Senior Notes due 2020, dated as of September 30, 2013, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and Regions Bank, as Trustee (incorporated by reference to Exhibit 4.2 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2013 filed October 31, 2013 (No. 001-15925))
4.19	Fourth Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 7.125% Senior Notes due 2020, dated as of February 12, 2014, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and Regions Bank, as Trustee (incorporated by reference to Exhibit 4.19 to Community Health Systems, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2013 filed February 26, 2014 (No. 001-15925))

Exhibit No.	Description
4.20	Fifth Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 7.125% Senior Notes due 2020, dated as of June 30, 2014, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and Regions Bank, as Trustee (incorporated by reference to Exhibit 4.2 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2014, filed August 1, 2014 (No. 001-15925))
4.21	Senior Secured Notes Indenture relating to CHS/Community Health Systems, Inc.'s 5.125% Senior Notes due 2018, dated as of August 17, 2012, by and among CHS/Community Health Systems, Inc., the Guarantors party thereto, Regions Bank, as Trustee and Credit Suisse AG, as collateral agent (incorporated by reference to Exhibit 4.1 to Community Health Systems, Inc.'s Current Report on Form 8-K filed August 20, 2012 (No. 001-15925))
4.22	Form of 5.125% Senior Secured Note due 2018 (included in Exhibit 4.32)
4.23	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, as Trustee (incorporated by reference to Exhibit 4.7 to Community Health Systems, Inc.'s Quarterly report on Form 10-Q for the quarter ended September 30, 2012 filed November 1, 2012 (No. 001-15925))
4.24	Second Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 5.125% Senior Secured Notes due 2018, dated as of March 31, 2013, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and Regions Bank, as Trustee (incorporated by reference to Exhibit 4.3 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2013 filed April 30, 2013 (No. 001-15925))
4.25	Release of Certain Guarantor relating to CHS/Community Health Systems, Inc.'s 5.125% Senior Secured Notes due 2018, dated as of March 31, 2013, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and Regions Bank, as Trustee (incorporated by reference to Exhibit 4.6 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2013 filed April 30, 2013 (No. 001-15925))
4.26	Third Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 5.125% Senior Secured Notes due 2018, dated as of September 30, 2013, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and Regions Bank, as Trustee (incorporated by reference to Exhibit 4.3 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2013 filed October 31, 2013 (No. 001-15925))
4.27	Fourth Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 5.125% Senior Secured Notes due 2018, dated as of February 12, 2014, by and among CHS/Community Health Systems, Inc., the guarantors party thereto, Regions Bank, as Trustee and Credit Suisse AG, as collateral agent (incorporated by reference to Exhibit 4.26 to Community Health Systems, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2013 filed February 26, 2014 (No. 001-15925))
4.28	Fifth Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 5.125% Senior Secured Notes due 2018, dated as of June 30, 2014, by and among CHS/Community Health Systems, Inc., the guarantors party thereto, Regions Bank, as Trustee and Credit Suisse AG, as Collateral Agent (incorporated by reference to Exhibit 4.3 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2014, filed August 1, 2014 (No. 001-15925))
4.29	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 (incorporated by reference to Exhibit 4.1 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2012 filed November 1, 2012 (No. 001-15925))

Exhibit No.	Description
4.30	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 (incorporated by reference to Exhibit 4.2 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2012 filed November 1, 2012 (No. 001-15925))
4.31	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 (incorporated by reference to Exhibit 4.3 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2012 filed November 1, 2012 (No. 001-15925))
4.32	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 (incorporated by reference to Exhibit 4.4 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2012 filed November 1, 2012 (No. 001-15925))
4.33	Secured Indenture relating to CHS/Community Health Systems Inc.'s 5.125% Senior Secured Notes due 2021, dated as of January 27, 2014, by and among FWCT-2 Escrow Corporation, Regions Bank, as trustee, and Credit Suisse AG, as collateral agent (incorporated by reference to Exhibit 4.1 to Community Health Systems, Inc.'s Current Report on Form 8-K filed January 28, 2014 (No. 001-15925))
4.34	First Supplemental Indenture relating to CHS/Community Health Systems Inc.'s 5.125% Senior Secured Notes due 2021, dated as of January 27, 2014, to the Secured Indenture, dated as of January 27, 2014, by and among CHS/Community Health Systems, Inc., the guarantors party thereto, Regions Bank, as trustee, and Credit Suisse AG, as collateral agent (incorporated by reference to Exhibit 4.2 to Community Health Systems, Inc.'s Current Report on Form 8-K filed January 28, 2014 (No. 001-15925))
4.35	Secured Notes Registration Rights Agreement relating to CHS/Community Health Systems Inc.'s 5.125% Senior Secured Notes due 2021, dated as of January 27, 2014, by and among FWCT-2 Escrow Corporation, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Credit Suisse Securities (USA) LLC, each as a representative of the initial purchasers (incorporated by reference to Exhibit 4.5 to Community Health Systems, Inc.'s Current Report on Form 8-K filed January 28, 2014 (No. 001-15925))
4.36	Secured Notes Registration Rights Agreement Joinder relating to CHS/Community Health Systems Inc.'s 5.125% Senior Secured Notes due 2021, dated as of January 27, 2014, by and among CHS/Community Health Systems, Inc., the subsidiaries party thereto, and Merrill Lynch, Pierce, Fenner & Smith Incorporated and Credit Suisse Securities (USA) LLC, each as a representative of the initial purchasers thereto (incorporated by reference to Exhibit 4.7 to Community Health Systems, Inc.'s Current Report on Form 8-K filed January 28, 2014 (No. 001-15925))
4.37	Second Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 5.125% Senior Secured Notes due 2021, dated as of June 30, 2014, by and among CHS/Community Health Systems, Inc., the guarantors party thereto, Regions Bank, as Trustee and Credit Suisse AG, as Collateral Agent (incorporated by reference to Exhibit 4.4 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2014, filed August 1, 2014 (No. 001-15925))
4.38	Unsecured Indenture relating to CHS/Community Health Systems Inc.'s 6.875% Senior Notes due 2022, dated as of January 27, 2014, by and among FWCT-2 Escrow Corporation and Regions Bank, as trustee (incorporated by reference to Exhibit 4.3 to Community Health Systems, Inc.'s Current Report on Form 8-K filed January 28, 2014 (No. 001-15925))

Exhibit No.	Description
4.39	First Supplemental Indenture relating to CHS/Community Health Systems Inc.'s 6.875% Senior Notes due 2022, dated as of January 27, 2014, to the Secured Indenture, dated as of January 27, 2014, by and among CHS/Community Health Systems, Inc., the guarantors party thereto, Regions Bank, as trustee, and Credit Suisse AG, as collateral agent (incorporated by reference to Exhibit 4.2 to Community Health Systems, Inc.'s Current Report on Form 8-K filed January 28, 2014 (No. 001-15925))
4.40	Unsecured Notes Registration Rights Agreement relating to CHS/Community Health Systems Inc.'s 6.875% Senior Notes due 2022, dated as of January 27, 2014, by and among FWCT-2 Escrow Corporation, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Credit Suisse Securities (USA) LLC, each as a representative of the initial purchasers (incorporated by reference to Exhibit 4.6 to Community Health Systems, Inc.'s Current Report on Form 8-K filed January 28, 2014 (No. 001-15925))
4.41	Unsecured Notes Registration Rights Agreement Joinder relating to CHS/Community Health Systems Inc.'s 6.875% Senior Notes due 2022, dated as of January 27, 2014, by and among CHS/Community Health Systems, Inc., the subsidiaries party thereto, and Merrill Lynch, Pierce, Fenner & Smith Incorporated and Credit Suisse Securities (USA) LLC, each as a representative of the initial purchasers (incorporated by reference to Exhibit 4.8 to Community Health Systems, Inc.'s Current Report on Form 8-K filed January 28, 2014 (No. 001-15925))
4.42	Second Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 6.875% Senior Notes due 2022, dated as of June 30, 2014, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and Regions Bank, as Trustee (incorporated by reference to Exhibit 4.5 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2014, filed August 1, 2014 (No. 001-15925))
5.1***	Opinion of Hodgson Russ LLP
5.2***	Opinion of Bradley Arant Boult Cummings LLP (Alabama, Mississippi and North Carolina law)
5.3***	Opinion of Kutak Rock LLP (Arkansas law)
5.4***	Opinion of Snell & Wilmer L.L.P. (Arizona law)
5.5***	Opinion of Bass, Berry & Sims PLC (Delaware and Tennessee law)
5.6***	Opinion of Buchanan Ingersoll & Rooney PC | Fowler White Boggs (Florida law)
5.7***	Opinion of King & Spalding LLP (Georgia law)
5.8***	Opinion of McGuireWoods LLP (Illinois Law)
5.9***	Opinion of Bingham Greenebaum Doll LLP (Indiana, Kentucky and Ohio law)
5.10***	Opinion of Husch Blackwell LLP (Missouri law)
5.11***	Opinion of Ballard Spahr LLP (New Jersey, Pennsylvania and Utah law)
5.12***	Opinion of Montgomery & Andrews, P.A. (New Mexico law)
5.13***	Opinion of Lionel Sawyer & Collins (Nevada law)
5.14***	Opinion of McAfee & Taft A Professional Corporation (Oklahoma law)
5.15***	Opinion of Parker Poe Adams & Bernstein LLP (South Carolina law)
5.16***	Opinion of Liechty & McGinnis, LLP (Texas law)
5.17***	Opinion of Hancock, Daniel, Johnson & Nagle, P.C. (Virginia law)

Exhibit No.	Description
5.18***	Opinion of Witherspoon, Kelley, Davenport & Toole, P.S. (Washington law)
5.19***	Opinion of Steptoe & Johnson LLP (West Virginia law)
5.20***	Opinion of Crowley Fleck PLLP (Wyoming law)
12.1***	Computation of Ratio of Earnings to Fixed Charges
23.1***	Consent of Hodgson Russ LLP (included as part of its opinion filed as Exhibit 5.1 hereto)
23.2***	Consent of Bradley Arant Boult Cummings LLP (included as part of its opinion filed as Exhibit 5.2 hereto)
23.3***	Consent of Kutak Rock LLP (included as part of its opinion filed as Exhibit 5.3 hereto)
23.4***	Consent of Snell & Wilmer L.L.P. (included as part of its opinion filed as Exhibit 5.4 hereto)
23.5***	Consent of Bass, Berry & Sims PLC (included as part of its opinion filed as Exhibit 5.5 hereto)
23.6***	Consent of Buchanan Ingersoll & Rooney PC | Fowler White Boggs. (included as part of its opinion filed as Exhibit 5.6 hereto)
23.7***	Consent of King & Spalding LLP (included as part of its opinion filed as Exhibit 5.7 hereto)
23.8***	Consent of McGuireWoods LLP (included as part of its opinion filed as Exhibit 5.8 hereto)
23.9***	Consent of Bingham Greenebaum Doll LLP (included as part of its opinion filed as Exhibit 5.9 hereto)
23.10***	Consent of Husch Blackwell LLP (included as part of its opinion filed as Exhibit 5.10 hereto)
23.11***	Consent of Ballard Spahr LLP (included as part of its opinion filed as Exhibit 5.11 hereto)
23.12***	Consent of Montgomery & Andrews, P.A. (included as part of its opinion filed as Exhibit 5.12 hereto)
23.13***	Consent of Lionel Sawyer & Collins (included as part of its opinion filed as Exhibit 5.13 hereto)
23.14***	Consent of McAfee & Taft A Professional Corporation (included as part of its opinion filed as Exhibit 5.14 hereto)
23.15***	Consent of Parker Poe Adams & Bernstein LLP (included as part of its opinion filed as Exhibit 5.15 hereto)
23.16***	Consent of Liechty & McGinnis, LLP (included as part of its opinion filed as Exhibit 5.16 hereto)
23.17***	Consent of Hancock, Daniel, Johnson & Nagle, P.C. (included as part of its opinion filed as Exhibit 5.17 hereto)
23.18***	Consent of Witherspoon, Kelley, Davenport & Toole, P.S. (included as part of its opinion filed as Exhibit 5.18 hereto)
23.19***	Consent of Steptoe & Johnson LLP (included as part of its opinion filed as Exhibit 5.19 hereto)
23.20***	Consent of Crowley Fleck PLLP (included as part of its opinion filed as Exhibit 5.20 hereto)
23.21***	Consent of Deloitte & Touche LLP
23.22***	Consent of Ernst & Young LLP
24.1	Power of Attorney (included on the signature pages of this registration statement)
25.1***	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939 of Regions Bank
99.1***	Form of Letter of Transmittal

Exhibit No.	Description
99.2***	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and other Nominees
99.3***	Form of Broker's Letters to Clients
99.4***	Form of Notice of Guaranteed Delivery

* Incorporated by reference to the Registrant's Registration Statement on Form S-4 filed March 22, 2012. (No. 333-180265)
** Incorporated by reference to Amendment No. 1 to the Registrant's Registration Statement on Form S-4/A filed April 2, 2012 (No. 33-180265).
*** Filed herewith.
# Incorporated by reference to Amendment No. 1 to the Registrant's Registration Statement on Form S-4/A filed October 5, 2007 (No. 333-146278).

Item 22. Undertakings.

The undersigned registrants hereby undertake:

(a) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in the volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(b) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) To remove from the registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(d) That, for purposes of determining liability under the Securities Act to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(e) That, for the purpose of determining liability of the registrants under the Securities Act to any purchaser in the initial distribution of the securities: The undersigned registrants undertake that in a primary offering of securities of the undersigned registrants pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrants will each be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) any preliminary prospectus or prospectus of the undersigned registrants relating to the offering required to be filed pursuant to Rule 424;

(ii) any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrants;

(iii) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrants; and

(iv) any other communication that is an offer in the offering made by the undersigned registrants to the purchaser.

(f) That, for purposes of determining any liability under the Securities Act of 1933 each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(g) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrants pursuant to the provisions described in Item 20, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(h) To respond to requests for information that is incorporated by reference into the prospectus pursuant to Item 4, 10(b), or 11 or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the date of the registration statement through the date of responding to the request.

(i) To supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, State of Tennessee, on September 17, 2014.

CHS/COMMUNITY HEALTH SYSTEMS, INC.
(Registrant)

By: /s/ Wayne T. Smith
Wayne T. Smith
Chairman of the Board
and Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Wayne T. Smith, W. Larry Cash and Rachel A. Seifert and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Name	Title	Date
/s/ Wayne T. Smith Wayne T. Smith	Chairman of the Board and Chief Executive Officer (Principal Executive Officer)	September 17, 2014
/s/ W. Larry Cash W. Larry Cash	President of Financial Services, Chief Financial Officer and Director (Principal Financial Officer)	September 17, 2014
/s/ Kevin J. Hammons Kevin J. Hammons	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	September 17, 2014
/s/ Rachel A. Seifert Rachel A. Seifert	Executive Vice President, Secretary, General Counsel and Director	September 17, 2014

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, State of Tennessee, on September 17, 2014.

COMMUNITY HEALTH SYSTEMS, INC.
(Registrant)

By: /s/ Wayne T. Smith
Wayne T. Smith
Chairman of the Board and
Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Wayne T. Smith, W. Larry Cash and Rachel A. Seifert and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Name	Title	Date
/s/ Wayne T. Smith Wayne T. Smith	Chairman of the Board and Chief Executive Officer (Principal Executive Officer)	September 17, 2014
/s/ W. Larry Cash W. Larry Cash	President of Financial Services, Chief Financial Officer and Director (Principal Financial Officer)	September 17, 2014
/s/ Kevin J. Hammons Kevin J. Hammons	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	September 17, 2014
/s/ John A. Clerico John A. Clerico	Director	September 17, 2014
/s/ James S. Ely III James S. Ely III	Director	September 17, 2014
/s/ William Norris Jennings, M.D. William Norris Jennings, M.D.	Director	September 17, 2014

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Name	Title	Date
/s/ John A. Fry John A. Fry	Director	September 17, 2014
/s/ H. Mitchell Watson H. Mitchell Watson	Director	September 17, 2014
/s/ Julia B. North Julia B. North	Director	September 17, 2014

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, State of Tennessee, on September 17, 2014.

Each of the Registrants Named on
Schedule A-1 Hereto

By: /s/ W. Larry Cash
W. Larry Cash
President

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints W. Larry Cash and Rachel A. Seifert and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Name	Title	Date
/s/ W. Larry Cash W. Larry Cash	President and Director (Principal Executive Officer and Principal Financial Officer)	September 17, 2014
/s/ Martin G. Schweinhart Martin G. Schweinhart	Executive Vice President and Director	September 17, 2014
/s/ Kevin J. Hammons Kevin J. Hammons	Senior Vice President (Principal Accounting Officer)	September 17, 2014
/s/ Rachel A. Seifert Rachel A. Seifert	Executive Vice President, Secretary and Director	September 17, 2014

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Schedule A-1
Registrants

Exact Name of Additional Registrants

Abilene Hospital, LLC
Abilene Merger, LLC
Affinity Health Systems, LLC
Affinity Hospital, LLC
Amory HMA, LLC
Anna Hospital Corporation
Anniston HMA, LLC
Bartow HMA, LLC
Berwick Hospital Company, LLC
Big Bend Hospital Corporation
Big Spring Hospital Corporation
Biloxi H.M.A., LLC
Birmingham Holdings II, LLC
Birmingham Holdings, LLC
Blue Island Hospital Company, LLC
Blue Island Illinois Holdings, LLC
Bluefield Holdings, LLC
Bluefield Hospital Company, LLC
Bluffton Health System, LLC
Brandon HMA, LLC
Brevard HMA Holdings, LLC
Brevard HMA Hospitals, LLC
Brownsville Hospital Corporation
Brownwood Medical Center, LLC
Bullhead City Hospital Corporation
Bullhead City Hospital Investment Corporation
Campbell County HMA, LLC
Carlisle HMA, LLC
Carlsbad Medical Center, LLC
Carolinas JV Holdings General, LLC
Central Florida HMA Holdings, LLC
Central States HMA Holdings, LLC
Centre Hospital Corporation
Chester HMA, LLC
CHHS Holdings, LLC
CHS Kentucky Holdings, LLC
CHS Pennsylvania Holdings, LLC
CHS Virginia Holdings, LLC

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Exact Name of Additional Registrants

CHS Washington Holdings, LLC
Citrus HMA, LLC
Clarksdale HMA, LLC
Clarksville Holdings, LLC
Clarksville Holdings II, LLC
Cleveland Hospital Corporation
Cleveland Tennessee Hospital Company, LLC
Clinton Hospital Corporation
Coatesville Hospital Corporation
Cocke County HMA, LLC
College Station Medical Center, LLC
College Station Merger, LLC
Community GP Corp.
Community Health Investment Company, LLC
Community LP Corp.
CP Hospital GP, LLC
CPLP, LLC
Crestwood Hospital, LLC
Crestwood Hospital, LP, LLC
CSMC, LLC
CSRA Holdings, LLC
Deaconess Holdings, LLC
Deaconess Hospital Holdings, LLC
Deming Hospital Corporation
Desert Hospital Holdings, LLC
Detar Hospital, LLC
DHFW Holdings, LLC
DHSC, LLC
Dukes Health System, LLC
Dyersburg Hospital Corporation
Emporia Hospital Corporation
Evanston Hospital Corporation
Fallbrook Hospital Corporation
Florida HMA Holdings, LLC
Foley Hospital Corporation
Forrest City Arkansas Hospital Company, LLC
Forrest City Hospital Corporation
Fort Payne Hospital Corporation
Fort Smith HMA, LLC
Frankfort Health Partner, Inc.

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Exact Name of Additional Registrants

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
Hamlet H.M.A., LLC
Health Management Associates, Inc.
Health Management General Partner, LLC
Health Management General Partner I, LLC
HMA Fentress County General Hospital, LLC
HMA Santa Rosa Medical Center, LLC
HMA Services GP, LLC
Hobbs Medco, LLC
Hospital Management Associates, LLC
Hospital of Barstow, Inc.
Hospital of Fulton, Inc.
Hospital of Louisa, Inc.
Hospital of Morristown, Inc.
Jackson HMA, LLC
Jackson Hospital Corporation (KY)
Jackson Hospital Corporation (TN)
Jefferson County HMA, LLC
Jourdanton Hospital Corporation
Kay County Hospital Corporation
Kay County Oklahoma Hospital Company, LLC
Kennett HMA, LLC
Key West HMA, LLC
Kirksville Hospital Company, LLC
Knoxville HMA Holdings, LLC
Lakeway Hospital Corporation
Lancaster Hospital Corporation
Las Cruces Medical Center, LLC
Lea Regional Hospital, LLC
Lehigh HMA, LLC
Lexington Hospital Corporation
Longview Clinic Operations Company, LLC

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Exact Name of Additional Registrants

Longview Merger, LLC
LRH, LLC
Lutheran Health Network of Indiana, LLC
Madison HMA, 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
Melbourne HMA, LLC
Merger Legacy Holdings, LLC
Mesquite HMA General, LLC
Metro Knoxville HMA, LLC
MMC of Nevada, LLC
Mississippi HMA Holdings I, LLC
Mississippi HMA Holdings II, LLC
Moberly Hospital Company, LLC
Monroe HMA, LLC
MWMC Holdings, LLC
Nanticoke Hospital Company, LLC
Naples HMA, LLC
National Healthcare of Leesville, Inc.
National Healthcare of Mt. Vernon, Inc.
National Healthcare of Newport, Inc.
Navarro Regional, LLC
NC-DSH, LLC
Northwest Arkansas Hospitals, 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

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Exact Name of Additional Registrants

Pennsylvania Hospital Company, LLC
Phillips Hospital Corporation
Phoenixville Hospital Company, LLC
Poplar Bluff Regional Medical Center, LLC
Port Charlotte HMA, LLC
Pottstown Hospital Company, LLC
Punta Gorda HMA, LLC
QHG Georgia Holdings II, LLC
QHG Georgia Holdings, Inc.
QHG 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 Oaks Hospital, LLC
River Region Medical Corporation
Rockledge HMA, LLC
ROH, LLC
Roswell Hospital Corporation
Ruston Hospital Corporation
Ruston Louisiana Hospital Company, LLC
SACMC, LLC
Salem Hospital Corporation
San Angelo Community Medical Center, LLC
San Angelo Medical, LLC
San Miguel Hospital Corporation
Scranton Holdings, LLC
Scranton Hospital Company, LLC
Scranton Quincy Holdings, LLC
Scranton Quincy Hospital Company, LLC

Exact Name of Additional Registrants

Sebastian Hospital, LLC
Sebring Hospital Management Associates, LLC
Sharon Pennsylvania Holdings, LLC
Sharon Pennsylvania Hospital Company, LLC
Shelbyville Hospital Corporation
Siloam Springs Arkansas Hospital Company, LLC
Siloam Springs Holdings, LLC
Southeast HMA Holdings, LLC
Southern Texas Medical Center, LLC
Southwest Florida HMA Holdings, LLC
Spokane Valley Washington Hospital Company, LLC
Spokane Washington Hospital Company, LLC
Statesville HMA, LLC
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-Navarro Regional Hospital Subsidiary, LLC
Tunkhannock Hospital Company, LLC
VHC Medical, LLC
Van Buren H.M.A., LLC
Venice HMA, LLC
Vicksburg Healthcare, LLC
Victoria Hospital, LLC
Virginia Hospital Company, LLC
Warren Ohio Hospital Company, LLC
Warren Ohio Rehab Hospital Company, LLC
Watsonville Hospital Corporation
Waukegan Hospital Corporation
Waukegan Illinois Hospital Company, LLC
Weatherford Hospital Corporation

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Exact Name of Additional Registrants

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
Winder HMA, LLC
Women & Children's Hospital, LLC
Woodland Heights Medical Center, LLC
Woodward Health System, LLC
Yakima HMA, LLC
York Pennsylvania Holdings, LLC
York Pennsylvania Hospital Company, LLC
Youngstown Ohio Hospital Company, LLC

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, State of Tennessee, on September 17, 2014.

Brownwood Hospital, L.P.
By: Brownwood Medical Center, LLC
Its: General Partner

College Station Hospital, L.P.
By: College Station Medical Center, LLC
Its: General Partner

Navarro Hospital, L.P.
By: Navarro Regional, LLC
Its: General Partner

Victoria of Texas, L.P.
By: Detar Hospital, LLC
Its: General Partner

QHG Georgia, LP
By: QHG Georgia Holdings II, LLC
Its: General Partner

Carolinas JV Holdings, L.P.
By: Carolinas JV Holdings General, LLC
Its: General Partner

Health Management Associates, LP
By: Health Management General Partner, LLC
Its: General Partner

HMA Hospitals Holdings, LP
By: Health Management General Partner, LLC
Its: General Partner

Lone Star HMA, L.P.
By: Mesquite HMA General, LLC
Its: General Partner

Hospital Management Services of Florida, LP
By: HMA Services GP, LLC
Its: General Partner

Longview Medical Center, L.P.
By: Regional Hospital of Longview, LLC
Its: General Partner

Tennessee HMA Holdings, L.P.
By: Health Management General Partner I, LLC
Its: General Partner

By: /s/ W. Larry Cash
W. Larry Cash
President

Table of Contents

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints W. Larry Cash and Rachel A. Seifert and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Name	Title	Date
/s/ W. Larry Cash W. Larry Cash	President and Director (Principal Executive Officer and Principal Financial Officer)	September 17, 2014
/s/ Martin G. Schweinhart Martin G. Schweinhart	Executive Vice President and Director	September 17, 2014
/s/ Kevin J. Hammons Kevin J. Hammons	Senior Vice President (Principal Accounting Officer)	September 17, 2014
/s/ Rachel A. Seifert Rachel A. Seifert	Executive Vice President, Secretary and Director	September 17, 2014

Exhibit 3.10

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:53 PM 08/30/2005
FILED 12:53 PM 08/30/2005
SRV 050713608 – 4023256 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

First: The name of the limited liability company is Affinity Health Systems, LLC.

Second: The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, in the city of Wilmington, County of New Castle, Delaware 19808.

The name of its registered agent at such address is Corporation Services Company.

In Witness Whereof, the undersigned has executed this Certificate of Formation this 30th day of August, 2005.

By: /s/ Jonathan M. Skeeters
Jonathan M. Skeeters, Authorized Person

Exhibit 3.11

FOURTH AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

AFFINITY HEALTH SYSTEMS, LLC

May 1, 2012

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FOURTH AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
AFFINITY HEALTH SYSTEMS, LLC

THIS FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT ("Agreement") is made as of the 1st day of May, 2012, by and between (i) Birmingham Holdings, LLC, a Delaware limited liability company, and (ii) Birmingham Holdings II, LLC, a Delaware limited liability company. The foregoing parties are collectively referred to herein as "Members" and individually as a "Member." For purposes of this Agreement, the term "Members" includes all persons then acting in such capacity in accordance with the terms of this Agreement.

RECITALS:

A. Affinity Health Systems, LLC, a Delaware limited liability company (the "Company"), was formed on August 30, 2005, and is governed by the Third Amended and Restated Limited Liability Company Agreement dated December 31, 2008 (the "Operating Agreement").

B. Pursuant to separate Unit Purchase Agreements, each dated May 1, 2012, by and between Birmingham Holdings, LLC and each individual physician or physician-owned entity that owned an interest in the Company on such date (collectively, the "Physician Investors"), Birmingham Holdings, LLC, an existing Member of the Company, acquired all of the Physician Investors' units in the Company representing, in the aggregate, a 0.5% membership interest in the Company, such that the Members collectively own 100% of the Company's outstanding membership interests.

C. The Members desire to amend and restate the Operating Agreement in its entirety.

AGREEMENT:

NOW, THEREFORE, the Operating Agreement is hereby amended and restated in its entirety to read as follows:

1. FORMATION.

1.1 Formation. The Company was formed as a limited liability company pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Affinity Health Systems, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered

office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

2.3 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Members from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

2.4 Company's Power. In furtherance of the purpose of the Company as set forth in Section 2.3, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

2.5 Term. The term of the Company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 14.

3. CAPITAL.

3.1 Issuance of Units to Members. The interests of the Members shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. Each of the Members has been issued the number of Units listed on Exhibit A.

3.2 Additional Capital Contributions. In order to raise additional capital or for any other proper purpose, the Board is authorized (without the consent of the Members) to issue additional Units from time to time to Members or to other persons and to admit such persons as Members. The Board shall have sole and complete discretion in determining the consideration and terms and conditions with respect to any future issuance of Units. In addition, the Board is authorized to cause the issuance of any other type of security (including, without limitation, secured or unsecured debt securities and securities convertible into or otherwise granting a right to acquire any class of Units) from time to time to Members or other persons on terms and conditions established in the sole and complete discretion of the Board. In connection with future issuances of Units, the Board shall do all things necessary to comply with the Act and is authorized and directed to do all things it deems to be necessary or advisable in connection with any such future issuances, including compliance with any statute, rule, regulation or guideline of any federal, state or other governmental agency or any stock exchange on which the Units are listed for trading.

3.3 Loans from Interest Holders. If the Company has a temporary need for funds, the Company may borrow such funds from, among others, one or more of its Members or assignees of interests in the Company who are not admitted as substitute Members (Members and such unadmitted assignees are hereinafter collectively referred to as "Interest Holders") on such terms and conditions as shall be agreed to by the Board and such Interest Holders.

3.4 No Liability of Interest Holders. Except as otherwise specifically provided in the Act, no Interest Holder shall have any personal liability for the obligations of the Company. Except as provided in Section 3.1, no Interest Holder shall be obligated to contribute funds or loan money to the Company.

3.5 No Interest on Capital Contributions. No Interest Holder shall be entitled to interest on any capital contributions made to the Company.

3.6 No Withdrawal of Capital. No Member shall be entitled to withdraw any part of the Member's capital contributions to the Company, except as provided in Section 14. No Member shall be entitled to demand or receive any property from the Company other than cash, except as otherwise expressly provided for herein.

3.7 Capital Account. There shall be established on the books of the Company a capital account ("Capital Account") for each Interest Holder. It is the intention of the Members that such Capital Account be maintained in accordance with the provisions of Treas. Reg. *§* 1.704-l(b)(2)(iv), and this Agreement shall be so construed. Accordingly, such Capital Account shall initially be credited with the initial capital contribution of the Interest Holder and thereafter shall be increased by (i) any cash or the fair market value of any property contributed by such Interest Holder (net of any liabilities assumed by the Company or to which the contributed property is subject) and (ii) the amount of all net income (whether or not exempt from tax) and gain allocated to such Interest Holder hereunder, and decreased by (i) the amount of all net losses allocated to such Interest Holder hereunder (including expenditures described in section 705(a)(2)(B) of the Internal Revenue Code of 1986, as amended ("Code"), or treated as such an expenditure by reason of Treas. Reg. § 1.704-l(b)(2)(iv)(i)) and (ii) the amount of cash, and the fair market value of property (net of any liabilities assumed by such Interest Holder or to which the distributed property is subject), distributed to such Interest Holder pursuant to Sections 8 and 14. If the Company has made an election under section 754 of the Code, Capital Accounts shall also be adjusted to the extent required by Treas. Reg. § 1.704-l(b)(2)(iv)(m). If an Interest Holder transfers all or any part of such Interest Holder's Units in accordance with the terms of this Agreement, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent of the Units transferred.

3.8 No Preemptive Rights. No Interest Holder shall have any preemptive, preferential or other right with respect to (i) additional contributions to the capital of the Company, (ii) issuance or sale of Units, whether unissued or treasury, (iii) issuance of any obligations, evidences of indebtedness or other securities of the Company convertible into or exchangeable for, or carrying or accompanied by any rights to receive, purchase or subscribe to, any such unissued or treasury Units, (iv) issuance of any right of subscription to or right to receive, or any warrant or option for the purchase of, any of the foregoing securities or (v) issuance or sale of any other securities that may be issued or sold by the Company.

4. ACCOUNTING.

4.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Upon reasonable request of a Member, such books and records shall be open to the inspection and examination by such Member in person or by such Member's duly authorized representatives during normal business hours and may be copied at such Member's expense.

4.2 Fiscal Year. The fiscal year of the Company shall be the calendar year ("Fiscal Year").

5. BANK ACCOUNTS.

5.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by Community Health System, Inc. on behalf of its affiliated hospitals and health care facilities.

6. ALLOCATION OF NET INCOME AND NET LOSS.

6.1 Net Income and Net Loss.

(a) Except as otherwise provided herein, the net income and net loss of the Company for each Fiscal Year, computed without regard to net gains resulting from the sale or other disposition of any hospital owned by the Company, shall be allocated to the Interest Holders in accordance with their respective Percentage Interests. For purposes of this Agreement, the term "Percentage Interest" shall mean the percentage that the number of Units owned by an Interest Holder bears to the aggregate number of Units owned by all of the Interest Holders.

(b) Notwithstanding anything herein to the contrary, if an Interest Holder has a deficit balance in such Interest Holder's Capital Account (excluding from such Interest Holder's deficit Capital Account any amount which such Interest Holder is obligated to restore in accordance with Treas. Reg. *§* 1.704-1 (b)(2)(ii)(c), as well as any amount such Interest Holder is treated as obligated to restore under Treas. Reg. *§§* 1.704-2(g)(l) and 1.704-2(i)(5)) and unexpectedly receives an adjustment, allocation or distribution described in Treas. Reg. *§* 1.704- l(b)(2)(ii)(d)(4), (5) or (6), then such Interest Holder will be allocated items of income and gain in an amount and manner sufficient to eliminate the deficit balance in such Interest Holder's Capital Account as quickly as possible. If there is an allocation to an Interest Holder pursuant to this Section 6.1 (b), then future allocations of net income pursuant to Section 6.1 shall be adjusted so that those Interest Holders who were allocated less income, or a greater amount of loss, by reason of the allocation made pursuant to this Section 6.l(b), shall be allocated additional net income in an equal amount. It is the intention of the parties that the provisions of this Section 6.1(b) constitute a *"qualified income offset"* within the meaning of Treas. Reg. § 1.704- l(b)(2)(ii)(d), and such provisions shall be so construed.

(c) If there is a net decrease in the Company's Minimum Gain (within the meaning of Treas. Reg. § 1.704-2(b)(2)) or Partner Nonrecourse Debt Minimum Gain (within the meaning of Treas. Reg. § 1.704-2(i)(3)) during any Fiscal Year, each Interest Holder shall be allocated, before any other allocations hereunder, items of income and gain for such Fiscal Year (and subsequent Fiscal Years, if necessary), in an amount equal to such Interest Holder's share (determined in accordance with Treas. Reg. §§ 1.704-2(g) and 1.704-2(i)(5), as applicable) of the net decrease in the Company's Minimum Gain or Partner Nonrecourse Debt Minimum Gain, as applicable, for such Fiscal Year; provided, however, that no such allocation shall be required if any of the exceptions set forth in Treas. Reg. *§§* 1.704-2(f) or 1.704-2(i)(4) apply. It is the intention of the parties that this provision constitute a *"minimum gain chargeback"* within the meaning of Treas. Reg. §§ 1.704-2(f) and 1.704-2(i)(4), and this provision shall be so construed.

(d) Notwithstanding anything herein to the contrary, the Company's partner nonrecourse deductions (within the meaning of Treas. Reg. § 1.704-2(i)(2)) shall be allocated solely to the Interest Holder who has the economic risk of loss with respect to the partner nonrecourse liability related thereto in accordance with the provisions of Treas. Reg. § 1.704-2(i)(l).

(e) Notwithstanding the provisions of Section 6.1(a), no net losses shall be allocated to an Interest Holder if such allocation would result in such Interest Holder having a deficit balance in such Interest Holder's Capital Account (excluding from such Interest Holder's deficit Capital Account any amount such Interest Holder is obligated to restore in accordance with Treas. Reg. § 1.704-1 (b)(2)(ii)(c), as well as any amount such Interest Holder is treated as obligated to restore under Treas. Reg. §§ 1.704-2(g)(l) and 1.704-2(i)(5)). In such case, the net loss that would have been allocated to such Interest Holder shall be allocated to the other Interest Holders to whom such loss can be allocated without violation of the provisions of this Section 6.1(e) in proportion to their respective Percentage Interests among themselves.

(f) Notwithstanding the provisions of Section 6.1(a), to the extent losses are allocated to the Interest Holders by virtue of Section 6.l(e), the net income of the Company thereafter recognized shall be allocated to such Interest Holders (in proportion to the losses previously allocated to them pursuant to Section 6.l(e)) until such time as the net income of the Company allocated to them pursuant to this Section 6.1(f) equals the net losses allocated to them pursuant to Section 6.1(e).

(g) For Federal, state and local income tax purposes only, with respect to any assets contributed by an Interest Holder to the Company ("Contributed Assets") which have an agreed fair market value on the date of their contribution which differs from the Interest Holder's adjusted basis as of the date of contribution, the allocation of depreciation and gain or loss with respect to such Contributed Assets shall be determined in accordance with the provisions of section 704(c) of the Code and the regulations promulgated thereunder using the method selected by the Board. For purposes of this Agreement, an asset shall be deemed a Contributed Asset if it has a basis determined, in whole or in part, by reference to the basis of a Contributed Asset (including an asset previously deemed to be a Contributed Asset pursuant to this sentence). Notwithstanding the foregoing, if the gain from the sale of any Contributed Asset

is being reported on the installment method for income tax purposes, then the total amount of gain which is to be recognized by each of the Interest Holders in accordance with the above provision in all taxable years shall be computed and the amount of gain to be recognized by each of the Interest Holders in each taxable year shall be in proportion to the total gain to be recognized by each of the Interest Holders in all taxable years.

6.2 Allocation of Excess Non recourse Liabilities. For purposes of section 752 of the Code and the regulations thereunder, the excess nonrecourse liabilities of the Company (within the meaning of Treas. Reg. § 1.752-3(a)(3)), if any, shall be allocated to the Interest Holders as follows:

(a) First, such excess nonrecourse liabilities shall be allocated to the Interest Holders up to the amount of built-in gain allocable to such Interest Holders on section 704(c) property (as defined in Treas. Reg. § 1.704-3(a)(3(ii)) or property for which reverse section 704(c) allocations are applicable (as described in Treas. Reg. § 1.704-3(a)(6)(i)) where such property is subject to the nonrecourse liability, to the extent such gain exceeds the gain described in Treas. Reg. § 1.752-3(a)(2).

(b) Second, the balance of such excess nonrecourse liabilities, if any, shall be allocated to the Interest Holders in accordance with their respective Percentage Interests.

6.3 Allocations in Event of Transfer, Admission of New Member, Etc. In the event of (i) the transfer of all or any part of an Interest Holder's Units (in accordance with the provisions of this Agreement), (ii) the admission of a new Member or (iii) disproportionate capital contributions, at any time other than at the end of a Fiscal Year, the transferring Interest Holder's, new Member's or Interest Holders' shares of the Company's income, gain, loss, deductions and credits allocable to such Units, as computed both for accounting purposes and for Federal income tax purposes, shall be allocated between the transferor Interest Holder and the transferee Interest Holder (or Interest Holders), the new Member and the other Interest Holders, or among the Interest Holders, as the case may be, in the same ratio as the number of days in such Fiscal Year before and after the date of such transfer, admission or disproportionate capital contributions; provided, however, that the Board shall have the option to treat the periods before and after the date of such transfer, admission or disproportionate capital contributions as separate Fiscal Years and allocate the Company's net income, gain, net loss, deductions and credits for each of such deemed separate Fiscal Years in accordance with the Interest Holders' respective interests in the Company for such deemed separate Fiscal Years. Notwithstanding the foregoing, if the Company uses the cash receipts and disbursements method of accounting, the Company's "allocable cash basis items," as that term is used in section 706(d)(2)(B) of the Code, shall be allocated as required by section 706(d)(2) of the Code and the regulations promulgated thereunder.

7. DISTRIBUTIVE SHARES AND FEDERAL INCOME TAX ELECTIONS.

7.1 Distributive Shares. For purposes of Subchapter K of the Code, the distributive shares of the Interest Holders of each item of Company taxable income, gains, losses, deductions or credits for any Fiscal Year shall be in the same proportions as their respective shares of the net income or net loss of the Company allocated to them pursuant to Section 6.1. Notwithstanding the foregoing, to the extent not inconsistent with the allocation of

gain provided for in Section 6.1, gain recognized by the Company which represents recapture of depreciation or cost recovery deductions for Federal income tax purposes shall be allocated in the manner provided in Treas. Reg. § 1.1245-l(e) (regardless of whether real property or personal property is involved).

7.2 Elections. The election permitted to be made by section 754 of the Code, and any other elections required or permitted to be made by the Company under the Code, shall be made in such a manner as shall be determined by the Board.

7.3 Partnership Tax Treatment. It is the intention of the Members that the Company be treated as a partnership for Federal, state and local income tax purposes, and the Interest Holders shall not take any position or make any election, in a tax return or otherwise, inconsistent with such treatment.

7.4 Tax Matters Partner.

(a) The tax matters partner ("TMP") for the Company shall be Birmingham Holdings, LLC so long as it is a Member. The TMP shall have such authority as is granted a TMP under the Code.

(b) The TMP shall employ experienced tax counsel to represent the Company in connection with any audit or investigation of the Company by the Internal Revenue Service and in connection with all subsequent administrative and judicial proceedings arising out of such audit. The fees and expenses of such counsel, as well as all other expenses incurred by the TMP in serving as the TMP, shall be a Company expense and shall be paid by the Company.

(c) The Company shall indemnify and hold harmless the TMP against judgments, fines, amounts paid in settlement and expenses (including attorneys' fees) reasonably incurred by the TMP in any civil, criminal or investigative proceeding in which the TMP is involved or threatened to be involved by reason of it being the TMP, provided that the TMP acted in good faith, within what the TMP reasonably believed to be the scope of the TMP's authority and for a purpose which the TMP reasonably believed to be in the best interests of the Company or the Interest Holders. The TMP shall not be indemnified under this provision against any liability to the Company or its Interest Holders to which the TMP would otherwise be subject by reason of willful misconduct or gross negligence in its duties involved in acting as TMP.

8. DISTRIBUTIONS. The Board shall determine whether distributions shall be made to the Members or whether the cash of the Company shall be reinvested for Company purposes.

9. BOARD OF DIRECTORS.

9.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

9.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individuals, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash

and Rachel A. Seifert. Directors shall be elected at the first annual members' meeting and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until the director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

9.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

9.4 Removal of Directors by Members. A director shall be removed by the Members only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Members may remove one or more directors with or without cause.

9.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

9.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

9.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

9.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

9.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

9.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

9.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding it or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

9.12 Chairman and Vice-Chairman of the Board. The Board may appoint one of its members Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice-Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

10. OFFICERS.

10.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. A duly appointed officer may appoint one or more officers or assistant officers as provided in Section 10.11. The same individual may simultaneously hold more than one office in the Company. Section 10.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and Members' meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

10.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

10.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

10.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

10.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights. if any, with the officer.

10.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Members and the Board.

10.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 10.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Members. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

10.8 Vice-President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice-President (or, in the event there be more than one Vice-President, the Vice-Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice-President may sign, with the Secretary or an assistant secretary, certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

10.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 5.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

10.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Members' meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Members, which shall be furnished to the Secretary by the Members, sign with the President or a Vice-President certificates for Units, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

10.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice-President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

11. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

11.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Members or the Company for any act or omission on behalf of the Company performed or omitted by them in good faith with the care a corporate officer of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful.

11.2 Indemnification.

(a) To the fullest extent permitted by the Act, the Company shall indemnify each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 11.1. A director or officer shall be

considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan.

(b) To the fullest extent authorized or permitted by the Act, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 11.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 11.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 11.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be entitled under any agreement, action of the Members or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

(d) Any repeal or modification of this Section 11.2 by the Members shall not adversely affect any right or protection of a director or officer of the Company under this Section 11.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

12. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

12.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Interest Holders, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor any Interest Holder shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Interest Holders shall not be obligated to present any particular noncompeting business opportunity of a character

which, if presented to the Company, could be taken by the Company and each Interest Holder and their Affiliates shall not have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company and the Interest Holders. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

12.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor any of the Interest Holders, shall have any rights in or to any income or profits derived there from. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

13. MEMBERS.

13.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, no Member, solely by virtue of his or her status as a Member, shall participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers. No Interest Holder shall have any right to participate in the management or control of the Company's business.

13.2 Meetings. Meetings of the Members may be called by the Chairman, the chief executive officer or the Board, and shall be called by the chief executive officer at the demand of the holders of at least 20% of all votes entitled to be cast on any issue proposed to be considered at the proposed meeting, provided that such requisite number of Members sign, date and deliver to the Secretary of the Company one or more written demands for the meeting describing the purpose or purposes for which it is to be held. Unless otherwise fixed in this Agreement, the record date for determining Members entitled to demand a meeting shall be the date the first Member signs the demand.

13.3 Place of Members' Meeting. The Board may designate any place within or without the State of Delaware as the place for any meeting of the Members called by the Board. If no designation of place is properly made, the place of the meeting shall be at the principal office. If a meeting is called at the demand of the Members and the Members designate any place, either within or without the State of Delaware, as the place for the holding of such meeting, the meeting shall take place at the place designated. If no designation is properly made, the place of meeting shall be at the principal office.

13.4 Action Without Meeting. Any action required or permitted by the Act or this Agreement to be taken at a Members' meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted.

13.5 Notice of Meetings. Meetings of the Members may be held without notice of the date, time, place or purpose of the meeting.

13.6 Quorum and Voting. Members shall be entitled to take action on a matter at a meeting only if a quorum exists. Unless this Agreement provides otherwise, a majority of those votes entitled to be cast on the matter shall constitute a quorum for action on that matter. Members shall be entitled to one vote for each Unit owned. Unless this Agreement provides otherwise, if a quorum exists, action on any matter shall be approved if the votes cast favoring the action exceed the votes cast opposing the action.

13.7 Record Date. The Board may fix a record date of the Members of not more than 70 days before the meeting or action requiring a determination of the Members in order to determine the Members entitled to notice of a Members' meeting, to demand a special meeting, to vote or to take any other action. A determination of Members entitled to notice of, or to vote at, a Members' meeting shall be effective for any adjournment of the meeting unless the Board fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If not otherwise fixed by the Board in accordance with this Agreement, the record date for determining the Members entitled to notice of and to vote at an annual or special Members' meeting shall be the day before the first notice is delivered to the Members, and the record date for any consent action taken by the Members without a meeting and evidenced by one or more written consents shall be the first date upon which a signed written consent setting forth such action is delivered to the Company at its principal office.

13.8 Proxies. At all meetings of the Members, the Members may vote their Units in person or by proxy. A Member may appoint a proxy to vote or otherwise act for the Member by signing an appointment form, either personally or by the Member 's duly authorized attorney-in-fact. An appointment of a proxy shall be effective when the appointment form is received by the Secretary, or other officer or agent authorized to tabulate votes. An appointment shall be valid for 11 months unless a longer, or shorter, period is expressly provided in the appointment form. An appointment of proxy shall be revocable by the Member unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest. The revocation of an appointment of proxy shall not be effective until the Secretary or such other officer or agent authorized to tabulate votes has received written notice thereof. All proxies shall be filed with the Secretary or the person authorized to tabulate votes before or at the time of the meeting.

14. DISSOLUTION.

14.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Members to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Members' resolution, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 14.3. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

14.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Interest Holders in kind in liquidation of the Company.

14.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Board determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Interest Holders, in accordance with their respective Capital Accounts; provided, however, that if the Board has established any reserves in accordance with the provisions of Section 14.3(a), then the distributions pursuant to this Section 14.3(b) (including distributions of such reserve) shall be pro rata in accordance with the balances of the Interest Holders' Capital Accounts.

15. WITHDRAWAL, ASSIGNMENT AND ADDITION OF MEMBERS.

15.1 Assignment of an Interest Holder's Units. An Interest Holder may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Interest Holder's Units. If the Interest Holder was a Member, the transferee of the Units shall automatically become a substitute Member in the place of the Member.

15.2 Bankruptcy, Dissolution, Etc. of Interest Holders. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act, the successor-in-interest of such Member shall have all of the rights of a Member for the purposes of managing such Member's affairs and, if the Interest Holder was a Member, automatically become a substitute Member in place of the Member.

15.3 Certificates for Units. (a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing

membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Affinity Health Systems, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

16. GENERAL.

16.1 Notices.

(a) All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and be personally delivered against a written receipt, delivered to a reputable messenger service (such as FedEx, DHL Courier, United Parcel Service, etc.) for overnight delivery or transmitted by mail, registered, express or certified, return receipt requested, postage prepaid, addressed as follows:

(1) If given to the Company, to the Company at its principal office; and

(2) If given to an Interest Holder, to the Interest Holder at the address set forth in the records of the Company.

(b) All notices, demands and requests shall be effective upon being properly personally delivered, upon being delivered to a reputable messenger service or upon being deposited in the United States mail in the manner provided in Section 16.1. However, the time period in which a response to any such notice, demand or request must be given shall commence to run from the date of personal delivery, the date of delivery by a reputable messenger service or the date on the return receipt, as applicable; provided, however, that if any party rejects delivery, then the time for a response shall commence to run two days following the mailing of the notice.

16.2 Amendment.

(a) Except as provided in Section 16.2(b), this Agreement may be modified or amended from time to time only upon the consent of the holders of a majority of the Units.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Members to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.3 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any pro-vision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.4 Confidentiality.

(a) Each Interest Holder agrees not to divulge, communicate, use to the detriment of the Company or for the benefit of any other person, or misuse in any way, any confidential information or trade secrets of the Company, including personnel information, secret processes, know-how, customer lists, formulas or other technical data, except as may be required by law; provided, however, that this prohibition shall not apply to (i) any information which, through no improper action of such Interest Holder, is publicly available or generally known in the industry or (ii) any information which is disclosed upon the consent of the Board. Each Interest Holder acknowledges and agrees that any information or data such Interest Holder has acquired on any of these matters or items were received in confidence and as a fiduciary of the Company.

(b) Each Interest Holder agrees that the Company would be irreparably damaged by reason of any violation of the provisions of Section 16.4(a), and that any remedy at law for a breach of such provisions would be inadequate. Therefore, the Company shall be entitled to seek and obtain injunctive or other equitable relief (including, but not limited to, a temporary restraining order, a temporary injunction or a permanent injunction) against any Interest Holder, for a breach or threatened breach of such provisions and without the necessity of proving actual monetary loss. It is expressly understood among the parties that this injunctive or other equitable relief shall not be the Company's exclusive remedy for any breach of this Section 16.4 and the Company shall be entitled to seek any other relief or remedy that the Company may have by contract, statute, law or otherwise for any breach hereof, and it is agreed that the Company shall also be entitled to recover its attorneys' fees and expenses in any successful action or suit against any Interest Holder relating to any such breach.

16.5 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.6 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circum-stances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.7 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.8 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.9 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

16.10 Counterparts. This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement, binding upon the parties hereto, notwithstanding that all parties are not signatory to the same counterpart.

IN WITNESS WHEREOF, the Members have duly executed this Agreement as of the date and year first written above.

BIRMINGHAM HOLDINGS, LLC

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Executive VP and Secretary
("Member")

BIRMINGHAM HOLDINGS II, LLC

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Executive VP and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Birmingham Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 99.00	99
Birmingham Holdings II, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 1.00	1

Exhibit 3.12

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:54 PM 08/30/2005
FILED 12:54 PM 08/30/2005
SRV 050713610 – 4023245 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

First: The name of the limited liability company is Affinity Hospital, LLC.

Second: The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, in the city of Wilmington, County of New Castle, Delaware 19808.

The name of its registered agent at such address is Corporation Services Company.

In Witness Whereof, the undersigned has executed this Certificate of Formation this 30th day of August, 2005.

By: /s/ Jonathan M. Skeeters
Jonathan M. Skeeters, Authorized Person

Exhibit 3.13

LIMITED LIABILITY COMPANY AGREEMENT
OF
AFFINITY HOSPITAL, LLC

The undersigned hereby executes this Limited Liability Company Agreement (this "LLC Agreement") as the sole member (the "Member") of Affinity Hospital, LLC (the "Company"), a Delaware limited liability company formed on August 30, 2005, pursuant to the provisions of the Delaware Limited Liability Company Act (the "Act").

The name of the Company shall be Affinity Hospital, LLC. The Company may adopt and conduct its business under such assumed or trade names as the Members may from time to time determine. The Company shall file any assumed or fictitious name certificates as may be required to conduct business in any state.

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of the Company and the Member's rights and obligations with respect thereto.

NOW, THEREFORE, the Member hereby agrees as follows:

1. Purpose. The Company may engage in any lawful business permitted by the Act, including without limitation, acquiring, constructing, developing, owning, operating, selling, leasing, financing and otherwise dealing with real property and healthcare businesses.

2. Contributions. The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

3. Registered Office and Agent. The address of the registered and principal office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 and the name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

4. Term. The term of the Company shall be perpetual.

5. Return of Contributions. Prior to the dissolution of the Company, no Member shall have the right to receive any distributions of or return of its capital contribution.

6. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

7. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

8. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

9. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. Rebecca Hurley is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file any amendments and/or restatements to the Certificate of Formation of the Company and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as officers and/or managers (in the capacity set forth after their names), each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Executive Vice President
Daniel J. Moen	Executive Vice President
Burke W. Whitman	Executive Vice President
Nicholas J. Marzocco	Senior Vice President
Thomas H. Frazier, Jr.	Senior Vice President
W. Stephen Love	Senior Vice President and Controller
James R. Bedenbaugh	Senior Vice President and Treasurer
Rebecca Hurley	Senior Vice President, General Counsel, and Secretary
James B. Shannon	Vice President
Robert P. Frutiger	Vice President
Joe Johnson	Vice President and Assistant Secretary
Holly J. McCool	Assistant Treasurer

The officers and managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Admission of Substitute Member. A person who acquires the Member's limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

12. Liability of Member, Directors and Officers. Neither the Member nor any director or officer of the Company shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

13. Indemnification. The Company shall indemnify and hold harmless each director and officer of the Company and the Member and its partners, stockholders, officers, directors, managers, employees, agents and representatives and the partners, stockholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

14. Amendment. This Agreement may be amended from time to time with the consent of the Member.

15. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

17. Certificate(s) of Membership Interests. All limited liability company membership interests in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code ("Article 8") and shall be governed by Article 8.

16. Prior Agreements. This Agreement supersedes any prior limited liability company agreement applicable to the Company.

The Member hereby agrees that all other terms of the Company shall be controlled and interpreted in accordance with the Act.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement to be effective as of the date of formation of the Company as referenced above.

MEMBER:

AFFINITY HEALTH SYSTEMS, LLC

By: /s/ Rebecca Hurley
Rebecca Hurley, Senior Vice President

Exhibit 3.14

Business ID: 938723
Date Filed: 09/25/2008 12:00 PM
C. Delbert Hosemann, Jr.
Secretary of State

F0100

OFFICE OF THE SECRETARY OF STATE
P O BOX 136, JACKSON, MS 39205-0136
(601)359-1633

Mississippi LLC Certificate of Formation

The undersigned hereby executes the following document and sets forth:
(fields marked with an asterisks are required)

1. Name of the Limited Liability Company: (The name must include the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")

ð* Amory HMA, LLC

2. The future effective date is (Complete if Applicable)

3. Federal Tax ID if available (Do not put Social Security Number in the box)

ð 20-3750001

4. Name and Street Address of the Registered Agent and Registered Office is (must be in Mississippi)

ð * Name: C T Corporation System

ð * Physical Address: 645 Lakeland East Drive, Suite 101

ð P.O. Box:

* City: Flowood | MS | 39232

* State * Zip4 – Zip 5

5. If the Limited Liability Company is to have a specific date of dissolution, the latest date upon which the Limited Liability Company is to dissolve is

ð

6. Is full or partial management of the Limited Liability Company vested in a manager or managers? (Mark Appropriate box)

ð * ☒ Yes ☐ No

7. Other matters the managers or members elect to include: (Attach additional pages if necessary)

ð

ð

F0100

OFFICE OF THE SECRETARY OF STATE
P O BOX 136, JACKSON, MS 39205-0136
(601)359-1633

Certificate of Formation

8. Signatures: This certificate must be signed by at least one member, manager, or organizer. (If signed by "manager" box 6 on page one 1 should be marked "yes".) The name, title, and address of each signer should be included in the spaces indicated. This page may be duplicated for additional signatures.

* Printed Name	Timothy R. Parry	* Title	Sr. Vice President
* By: Signature	/s/ Timothy R. Parry	(please keep writing within blocks)	

Street and Mailing Address

ð * Physical Address	5811 Pelican Bay Blvd., Suite 500		
ð * P. O. Box			
ð * City	Naples	FL (State)	34108 (Zip4 – Zip5)

Printed Name		Title	
By: Signature		(please keep writing within blocks)	

Street and Mailing Address

ð Physical Address			
ð P. O. Box			
ð City		State	Zip4 – Zip 5

Business ID: 938723
Date Filed: 10/16/2008 05:00 PM
C. Delbert Hosemann, Jr.
Secretary of State

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Merger

The undersigned Limited Liability Companies, pursuant to Senate Bill 2395, Chapter 402, Laws of 1994, hereby execute the following Certificate of Merger and set forth:

1. The names and jurisdiction of formation or organization of the Limited Liability Companies

Amory HMA, LLC, a Delaware limited liability company (Non-Survivor)

Amory HMA, LLC, a Mississippi limited liability company (Survivor)

2. The plan or agreement of merger has been approved and executed by each party to the merger

3. The name of the surviving Limited Liability Company

Amory HMA, LLC

4. The future effective date is (Complete if applicable)

5. The plan or agreement of merger. (xxxxxxxxxx) **is attached.**

6. The Secretary of State of Mississippi is appointed the registered agent of this Limited Liability Company for service process in a proceeding to enforce any obligation of each domestic Limited Liability Company party to the merger. (Applicable only if the surviving organization is a Foreign Limited Liability Company.)

Name of Limited Liability Company: Amory HMA, LLC (DE LLC)

By: Signature: By: Hospital Management Associates Inc. – Manager

/s/ Timothy R. Parry

(Please keep writing within blocks)

Printed Name: Timothy R. Parry

Title: Sr. Vice President

Rev. 01/96

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Merger

Street and Mailing Address

Physical Address	5811 Pelican Bay Blvd., Suite 500
P.O. Box	

City, State, ZIP5, ZIP4	Naples	FL	34108 - 2710

Name of Limited Liability Company: Amory HMA, LLC (MS LLC)

By: Signature: By: Hospital Management Associates, INc. – Manager

/s/ Timothy R. Parry

(Please keep writing within blocks)

Printed Name: Timothy R. Parry

Title: Sr. Vice President

Street and Mailing Address

Physical Address	5811 Pelican Bay Blvd., Suite 500
P.O. Box	

City, State, ZIP5, ZIP4	Naples	FL	34108 - 2710

Rev. 01/96

PLAN OF MERGER
BETWEEN
AMORY HMA, LLC
(A DELAWARE LIMITED LIABILITY COMPANY)
AND
AMORY HMA, LLC
(A MISSISSIPPI LIMITED LIABILITY COMPANY)

This Plan and Agreement of Merger, dated this 15th day of October, 2008, is made pursuant to Section 79-29-209 of the Mississippi Limited Liability Company Act, between **Amory HMA, LLC**, a Delaware limited liability company and **Amory HMA, LLC**, a Mississippi limited liability company.

WITNESSETH that:

WHEREAS, Amory HMA, LLC is a limited liability company organized and existing under the laws of the State of Delaware, its Certificate of Formation having been filed in the Office of the Delaware Secretary of State on October 14, 2008 (together with a Certificate of Conversion of Amory HMA, Inc., converting such corporation to a limited liability company, Amory HMA, LLC); and

WHEREAS, Amory HMA, LLC is a Limited liability company organized and existing under the laws of the State of Mississippi, its Certificate of Formation having been filed in the Office of the Mississippi Secretary of State on September 25, 2008; and

WHEREAS, the Sole Member of each constituent limited liability company deems it advisable that Amory HMA, LLC, a Delaware limited liability company, be merged into Amory HMA, LLC, a Mississippi limited liability company, on the terms and conditions hereinafter set forth, in accordance with the applicable statutes of Delaware and Mississippi;

NOW, THEREFORE, the limited liability companies, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

ARTICLE ONE

Pursuant to the provisions of the laws of the states of Delaware and Mississippi, Amory HMA, LLC, a Delaware limited liability company, hereby merges into Amory HMA, LLC, a Mississippi limited liability company, which shall be the surviving limited liability company.

ARTICLE TWO

The Certificate of Formation of Amory HMA, LLC, a Mississippi limited liability company, as heretofore amended, is in effect on the date of the merger provided for in this Agreement and shall continue in full force and effect as the Certificate of Formation of the limited liability company surviving this merger.

ARTICLE THREE

The authorized ownership of each limited liability company which is a party to the merger is as follows:

(a) Health Management Associates, Inc., a Delaware corporation, is the Sole Member of Amory HMA, LLC, a Delaware limited liability company, and owns one thousand (1,000) ownership units representing a 100% ownership interest in Amory HMA, LLC, a Delaware limited liability company. The number of such ownership units is not subject to change prior to the effective date of the merger.

(b) Health Management Associates, Inc., a Delaware corporation, is the Sole Member of Amory HMA, LLC, a Mississippi limited liability company, and owns one hundred (100) ownership units representing a 100% ownership interest in Amory HMA, LLC, a Mississippi limited liability company. The number of such ownership units is not subject to change prior to the effective date of the merger.

ARTICLE FOUR

The manner of converting the ownership units of each constituent limited liability company into units or other securities of the surviving limited liability company shall be as follows:

(a) The one hundred (100) ownership units of Amory HMA, LLC, a Mississippi limited liability company, which shall be issued and outstanding immediately prior to the effective date of this Agreement, shall remain issued and outstanding.

(b) The one thousand (1,000) ownership units of Amory HMA, LLC, a Delaware limited liability company, outstanding immediately prior to the effective date of the merger shall be automatically cancelled and extinguished and converted into and become the right to receive one hundred (100) ownership units of Amory HMA, LLC, a Mississippi limited liability company.

ARTICLE FIVE

The terms and conditions of the merger are as follows:

(a) The limited liability company agreement of Amory HMA, LLC, a Mississippi limited liability company, as it shall exist on the effective date of this Agreement shall be and remain the limited liability company agreement of the surviving limited liability company until the same shall be altered, amended and repealed as therein provided.

(b) The officers of Amory HMA, LLC, a Mississippi limited liability company, shall continue in office until the Manager of Amory HMA, LLC, a Mississippi limited liability company, shall elect new officers.

(c) This merger shall become effective upon filing with the Secretary of State of Mississippi.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged limited liability company shall be transferred to, vested in and devolve upon the

surviving limited liability company without further act or deed and all property, rights, and every other interest of the surviving limited liability company and the merged limited liability company shall be as effectively the property of the surviving limited liability company as they were of the surviving limited liability company and the merged limited liability company respectively. The merged limited liability company hereby agrees from time to time, as and when requested by the surviving limited liability company or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving limited liability company may deem to be necessary or desirable in order to vest in and confirm to the surviving limited liability company title to and possession of any property of the merged limited liability company acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers of the merged limited liability company and the proper officers of the surviving limited liability company are fully authorized in the name of the merged limited liability company or otherwise to take any and all such action.

****

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their Sole Member have caused these presents to be executed by the Senior Vice President of each party hereto as the respective act, deed and agreement of said limited liability company on this 15th day of October, 2008.

AMORY HMA, LLC
(a Delaware limited liability company)

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

AMORY HMA, LLC
(a Mississippi limited liability company)

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

Exhibit 3.15

SECOND AMENDED AND RESTATED

OPERATING AGREEMENT

OF

AMORY HMA, LLC

January 27, 2014

GLOSSARY OF DEFINED TERMS

Defined Terms	*Section*
Act	1.1
Affiliate	13.
Agreement	Preamble
Board	10.1
Chairman	10.11
Company	1.1
Liability	12.2
Member	Preamble
Units	4.1

SECOND AMENDED AND RESTATED
OPERATING AGREEMENT
OF
AMORY HMA, LLC

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Mississippi HMA Holdings II, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member has formed a limited liability company (the "Company") pursuant to the provisions of applicable Mississippi law, which limited liability company is governed pursuant to the provisions of the Mississippi Revised Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Amory HMA, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Mississippi is located at Mirror Lake Plaza, 2829 Lakeland Drive, Suite 1502, Flowood, Mississippi 39232, Rankin County. The registered agent of the Company for service of process at such address is CSC of Rankin County, Inc. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Mississippi Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.l, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board"). Each director shall have all of the powers, rights, duties, and responsibilities of a "manager" under the Act.

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Member from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash, and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Member shall fill the vacancy. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Mississippi. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.12 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Mississippi corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice

President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Mississippi corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Mississippi corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant ***Treasurers and Assistant Secretaries.***

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith and with fair dealing, with the care an ordinarily prudent person in a like position would exercise

under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement , to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2 **Indemnification.**

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 79-29-313(3) or 79-29-709 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Amory HMA, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of dissolution of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Mississippi pursuant to Section 79-29-205 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

***16.1* Amendment.**

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Mississippi without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

MISSISSIPPI HMA HOLDINGS II, LLC

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Executive Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Mississippi HMA Holdings II, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.18

ARTICLES OF ORGANIZATION

OF

ANNISTON HMA, LLC

Pursuant to Section 10-12-10 and Section 10-15-3 of the Code of Alabama 1975

Article 1. The name of the limited liability company is Anniston HMA, LLC.

Article 2. The limited liability company was converted from Anniston HMA, Inc., an Alabama corporation.

Article 3. The Certificate of Incorporation and Articles of Dissolution of the converting corporation were or will be filed by the Probate Judge of Calhoun County, Alabama.

Article 4. The conversion was approved by the sole shareholder of the converting corporation in accordance with Section 10-15-3 of the Code of Alabama 1975.

Article 5. The duration of the limited liability company is perpetual.

Article 6. The purpose for which the limited liability is organized is to engage in any lawful act or activity for which a limited liability company may be organized under the Alabama Limited Liability Company Act.

Article 7. The street address of the initial registered office is: 2000 Interstate Park Drive, Suite 204, Montgomery, Alabama 36109 and the name of the initial registered agent at that office is: The Corporation Company.

Article 8. The sole initial member is: Health Management Associates, Inc., 5811 Pelican Bay Blvd., Suite 500, Naples, FL 34108.

Article 9. The limited liability company is to be managed by one or more managers. The initial manager of the limited liability company is Hospital Management Associates, Inc., 5811 Pelican Bay Blvd., Suite 500, Naples, FL 34108, who shall serve as manager of the limited liability company until its successor is elected and beginning serving.

Executed this 26th day of September, 2008.

Health Management Associates, Inc.
—Sole Member

By: /s/ Timothy R. Parry
Timothy R. Parry, Senior Vice President

STATE OF ALABAMA
MONTGOMERY CO.
CERTIFY THIS INSTRUMENT
WAS FILED ON

2008 OCT - 2 PM 3:32

REESE McKINNEY, JR.
JUDGE OF PROBATE

(signature page to Articles of Organization of Anniston HMA, LLC)

Exhibit 3.19

SECOND AMENDED AND RESTATED

OPERATING AGREEMENT

OF

ANNISTON HMA, LLC

March 24, 2014

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SECOND AMENDED AND RESTATED
OPERATING AGREEMENT
OF
ANNISTON HMA, LLC

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 24th day of March, 2014, by Southeast HMA Holdings, LLC, a Delaware limited liability company (the "Member").

RECITALS:

A. Anniston HMA, LLC, an Alabama limited liability company (the "Company"), was formed on October 2, 2008, and is governed by the Amended and Restated Operating Agreement dated February 1, 2009 (the "Operating Agreement").

B. Southeast HMA Holdings, LLC, an existing Member of the Company, has acquired all of the outstanding and issued units from each individual physician or physician-owned entity that owned an interest in the Company (collectively, the "Physician Investors"), which represented, in the aggregate, a 13.01% membership interest in the Company, such that the Member now owns 100% of the Company's outstanding membership interests.

C. The Member desires to amend and restate the Operating Agreement in its entirety.

AGREEMENT:

NOW, THEREFORE, the Operating Agreement is hereby amended and restated in its entirety to read as follows:

1. FORMATION.

1.1 Formation. The Member has formed a limited liability company (the "Company") pursuant to the provisions of the Alabama Limited Liability Company Law (the "Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Anniston HMA, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Alabama is located at 150 South Perry Street, Montgomery, Alabama 36104, Montgomery County. The registered agent of the Company for service of process at such address is CSC-Lawyers Incorporating Service Incorporated. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the office of the county judge of probate, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(l)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board"). Each director shall have all of the powers, rights, duties, and responsibilities of a "manager" under the Act.

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Member from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash, and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Member shall fill the vacancy. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Alabama. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting or (ii) the

director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of an Alabama corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more

than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of an Alabama corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of an Alabama corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of an Alabama corporation of like position would exercise under similar

circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 10A-5-6.06(b) of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Anniston HMA, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and articles of dissolution of the Company are filed with the office of the county judge of probate pursuant to Section 10A-5-7.06 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

SOUTHEAST HMA HOLDINGS, LLC

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Executive Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Southeast HMA Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.20

FILED
08 Nov 20 PM 4:45
Tallahassee Florida

Certificate of Conversion
For
"Other Business Entity"
Into
Florida Limited Liability Company

This Certificate of Conversion and attached Articles of Organization are submitted to convert the following **"Other Business Entity" into a Florida limited liability company** in accordance with s.608.439, Florida Statutes.

1. The Name of the "Other Business Entity" immediately prior to the filing of this Certificate of Conversion is:

Bartow HMA, Inc.

2. The "Other Business Entity" is a corporation, first incorporated under the laws of the State of Florida on October 20, 2004.

3. The name of the Florida limited liability company as set forth in the attached Articles of Organization:

Bartow HMA, LLC

4. This conversion shall be effective on the date this document is filed by the Florida Department of State.

Signed this 19th day of November, 2008.

Signature of Member or Authorized Representative of limited liability company:

Health Management Associates, Inc.
Member

By: /s/ Timothy R. Parry
Printed Name: Timothy R. Parry Title: Senior Vice President and Secretary

Signature on behalf of Other Business Entity:

/s/ Timothy R. Parry
Printed Name: Timothy R. Parry Title: Senior Vice President and Secretary

FILED
08 Nov 20 PM 4:45
Tallahassee Florida

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I: name:

The name of the limited liability company is:

Bartow HMA, LLC

ARTICLE II: address:

The mailing address and street address of the principal office of the limited liability company is:

Principal Office Address:

5811 Pelican Bay Blvd., Suite 500
Naples, FL 34108

Mailing Address:

5811 Pelican Bay Blvd., Suite 500
Naples, FL 34108

ARTICLE III: Registered Agent, Registered Office & Registered Agent's Signature:

The name and the Florida street address of the registered agent are:

CT Corporation System

1200 South Pine Island Road

Plantation, FL 33324

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate. I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.

CT Corporation System

/s/ Connie Bryan
Registered Agent's Signature (REQUIRED)
Connie Bryan
Special Assistant Secretary

ARTICLE IV: Manager(s) or Managing Member(s):

The name and address of each Manager or Managing Member is as follows:

Title:	**Name and Address:**
"MGR" = Manager "MGRM" = Managing Member	
MGR	Hospital Management Associates, Inc. 5811 Pelican Bay Blvd., Suite 500 Naples, FL 34108

ARTICLE V: Effective on the date this document is filed by the Florida Department of State.

REQUIRED SIGNATURE:

By: /s/ Timothy R. Parry

(In accordance with Section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Timothy R. Parry, Senior Vice President of Hospital Management Associates, Inc., Manager

Exhibit 3.21

AMENDED AND RESTATED

OPERATING AGREEMENT

OF

BARTOW HMA, LLC

January 27, 2014

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AMENDED AND RESTATED OPERATING AGREEMENT
OF
BARTOW HMA, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Central Florida HMA Holdings, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of Chapter 605, Florida Statutes, the Florida Revised Limited Liability Company Act ("Act"), and all amendments thereto

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Bartow HMA, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Florida is located at 1201 Hays Street, Tallahassee Florida, 32301. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Articles of Organization with the Florida Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc., an affiliated company, on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF MANAGERS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Managers ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual managers, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three managers, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, managers shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of managers shall not shorten an incumbent manager's term. Each manager shall hold office until such manager resigns or is removed. Despite the expiration of a manager's term, such manager shall continue to serve until the manager's successor is elected and qualifies, until there is a decrease in the number of managers or the manager is removed.

10.3 Resignation of Managers. A manager may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Managers by Member. A manager shall be removed by the Member only at a meeting called for the purpose of removing such manager and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the manager. The Member may remove one or more managers with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of managers, the Board shall fill the vacancy, and if the managers remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the managers remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new manager may not take office until the vacancy occurs.

10.6 Compensation of Managers. Managers on the Board shall not be entitled to receive a fee for the manager's services as a manager on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Florida. The Board may permit any or all managers to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all managers participating may simultaneously hear each other during the meeting. A manager participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the managers having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all managers entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of managers fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of managers present shall constitute an act of the Board. A manager who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the manager objects at the beginning of the meeting, or promptly upon the manager's arrival, to holding the meeting or transacting business at the meeting or (ii) the manager's dissent or abstention from the action taken is entered in the minutes of the meeting or the manager delivers written notice of the manager's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a manager who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Florida limited liability company and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and

deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF MANAGERS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The managers and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such manager's or officer's status as a manager or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Florida limited liability company of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a manager or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such manager or officer acting under this Agreement shall not be liable to the Company, the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a manager or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such manager or officer; provided, however, that the foregoing shall not be interpreted or

construed so as to eliminate or restrict any fiduciary duty, including, but not limited to, the duties of loyalty, care, good faith and fair dealing, in such a manner as to be contrary to the provisions of Section 605.0105 of the Act.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each manager or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a manager or officer of the Company, or is or was serving at the request of the Company as a manager, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that (i) the manager or officer has met the standard of conduct described in Section 12.1, and (ii) indemnification under this paragraph does not violate the provisions of Section 605.0105 A manager or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the manager or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a manager or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The manager or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The manager or officer furnishes the Company a written undertaking, executed personally or on the manager's or officer's behalf, to repay the advance if it is ultimately determined that the manager or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the manager or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested

managers or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a manager or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a manager or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The managers and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, managers, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a manager, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a manager or such manager's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Dissociation of Member. Upon the occurrence of any of the events set forth in Section 605.0602 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Bartow HMA, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and articles of dissolution are filed with the office of the Secretary of State of the State of Florida pursuant to Section 605.0707 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

CENTRAL FLORIDA HMA HOLDINGS, LLC

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Executive Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Central Florida HMA Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.28

Business ID: 938583
Date Filed: 09/23/2008 12:00 PM
C. Delbert Hosemann, Jr.
Secretary of State

F0100

OFFICE OF THE SECRETARY OF STATE
P O BOX 136, JACKSON, MS 39205-0136
(601)359-1633

Mississippi LLC Certificate of Formation

The undersigned hereby executes the following document and sets forth:
(fields marked with an asterisks are required)

1. Name of the Limited Liability Company: (The name must include the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")

ð Biloxi H.M.A., LLC

2. The future effective date is (Complete if Applicable)

3. Federal Tax ID if available (Do not put Social Security Number in the box)

ð 59-2754033

4. Name and Street Address of the Registered Agent and Registered Office is (must be in Mississippi)

ð Name: C T Corporation System

ð *Physical Address: 645 Lakeland East Drive, Suite 101

ð P.O. Box:

City: Flowood | State: MS | Zip4 – Zip 5: 39232

5. If the Limited Liability Company is to have a specific date of dissolution, the latest date upon which the Limited Liability Company is to dissolve is

ð

6. Is full or partial management of the Limited Liability Company vested in a manager or managers? (Mark Appropriate box)

ð ☒ Yes ☐ No

7. Other matters the managers or members elect to include: (Attach additional pages if necessary)

ð

ð

F0100

OFFICE OF THE SECRETARY OF STATE
P O BOX 136, JACKSON, MS 39205-0136
(601)359-1633

Certificate of Formation

8. Signatures: This certificate must be signed by at least one member, manager, or organizer. (If signed by "manager" box 6 on page one 1 should be marked "yes".) The name, title, and address of each signer should be included in the spaces indicated. This page may be duplicated for additional signatures.

* Printed Name	Timothy R. Parry	* Title	Sr. Vice President
* By: Signature	/s/ Timothy R. Parry	(please keep writing within blocks)	

Street and Mailing Address

ð * Physical Address	5811 Pelican Bay Blvd., Suite 500		
ð * P. O. Box			
ð * City	Naples	FL (State)	34108 (Zip4 – Zip5)

Printed Name		Title	
By: Signature		(please keep writing within blocks)	

Street and Mailing Address

ð Physical Address			
ð P. O. Box			
ð City		State	Zip4 – Zip 5

Business ID: 938583
Date Filed: 10/03/2008 12:00 PM
C. Delbert Hosemann, Jr.
Secretary of State

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Merger

The undersigned Limited Liability Companies, pursuant to Senate Bill 2395, Chapter 402, Laws of 1994, hereby execute the following Certificate of Merger and set forth:

1. The names and jurisdiction of formation or organization of the Limited Liability Companies

Biloxi H.M.A., LLC, a Delaware limited liability company (Non-Survivor)

Biloxi H.M.A., LLC, a Mississippi limited liability company (Survivor)

2. The plan or agreement of merger has been approved and executed by each party to the merger

3. The name of the surviving Limited Liability Company

Biloxi H.M.A., LLC

4. The future effective date is (Complete if applicable)

5. The plan or agreement of merger. xxxxxxxxxxxxxxx is attached.

6. The Secretary of State of Mississippi is appointed the registered agent of this Limited Liability Company for service process in a proceeding to enforce any obligation of each domestic Limited Liability Company party to the merger. (Applicable only if the surviving organization is a Foreign Limited Liability Company.)

Name of Limited Liability Company: Biloxi H.M.A., LLC (DE LLC)

By: Signature: By: Hospital Management Associates Inc. – Manager

/s/ Timothy R. Parry

(Please keep writing within blocks)

Printed Name: Timothy R. Parry

Title: Sr. Vice President

Rev. 01/96

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Merger

Street and Mailing Address

Physical Address	5811 Pelican Bay Blvd., Suite 500
P.O. Box	

City, State, ZIP5, ZIP4	Naples	FL	34108 - 2710

Name of Limited Liability Company: Biloxi H.M.A., LLC (MS LLC)

By: Signature

By: Hospital Management Associates Inc. – Manager

/s/ Timothy R. Parry

(Please keep writing within blocks)

Printed Name	Timothy R. Parry	Title	Sr. Vice President

Street and Mailing Address

Physical Address	5811 Pelican Bay Blvd., Suite 500
P.O. Box	

City, State, ZIP5, ZIP4	Naples	FL	34108 - 2710

Rev. 01/96

PLAN OF MERGER
BETWEEN
BILOXI H.M.A., LLC
(A DELAWARE LIMITED LIABILITY COMPANY)
AND
BILOXI H.M.A., LLC
(A MISSISSIPPI LIMITED LIABILITY COMPANY)

This Plan and Agreement of Merger, dated this 26th day of September, 2008, is made pursuant to Section 79-29-209 of the Mississippi Limited Liability Company Act, between **Biloxi H.M.A., LLC**, a Delaware limited liability company and **Biloxi H.M.A., LLC**, a Mississippi limited liability company.

WITNESSETH that:

WHEREAS, Biloxi H.M.A., LLC is a limited liability company organized and existing under the laws of the State of Delaware, its Certificate of Formation having been filed in the Office of the Delaware Secretary of State on September 25, 2008 (together with a Certificate of Conversion of Biloxi H.M.A., Inc., converting such corporation to a limited liability company, Biloxi H.M.A., LLC); and

WHEREAS, Biloxi H.M.A., LLC is a Limited liability company organized and existing under the laws of the State of Mississippi, its Certificate of Formation having been filed in the Office of the Mississippi Secretary of State on September 23, 2008; and

WHEREAS, the Sole Member of each constituent limited liability company deems it advisable that Biloxi H.M.A., LLC, a Delaware limited liability company, be merged into Biloxi H.M.A., LLC, a Mississippi limited liability company, on the terms and conditions hereinafter set forth, in accordance with the applicable statutes of Delaware and Mississippi;

NOW, THEREFORE, the limited liability companies, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

ARTICLE ONE

Pursuant to the provisions of the laws of the states of Delaware and Mississippi, Biloxi H.M.A., LLC, a Delaware limited liability company, hereby merges into Biloxi H.M.A., LLC, a Mississippi limited liability company, which shall be the surviving limited liability company.

ARTICLE TWO

The Certificate of Formation of Biloxi H.M.A., LLC, a Mississippi limited liability company, as heretofore amended, is in effect on the date of the merger provided for in this Agreement and shall continue in full force and effect as the Certificate of Formation of the limited liability company surviving this merger.

ARTICLE THREE

The authorized ownership of each limited liability company which is a party to the merger is as follows:

(a) Health Management Associates, Inc., a Delaware corporation, is the Sole Member of Biloxi H.M.A., LLC, a Delaware limited liability company, and owns one thousand (1,000) ownership units representing a 100% ownership interest in Biloxi H.M.A., LLC, a Delaware limited liability company. The number of such ownership units is not subject to change prior to the effective date of the merger.

(b) Health Management Associates, Inc., a Delaware corporation, is the Sole Member of Biloxi H.M.A., LLC, a Mississippi limited liability company, and owns one hundred (100) ownership units representing a 100% ownership interest in Biloxi H.M.A., LLC, a Mississippi limited liability company. The number of such ownership units is not subject to change prior to the effective date of the merger.

ARTICLE FOUR

The manner of converting the ownership units of each constituent limited liability company into units or other securities of the surviving limited liability company shall be as follows:

(a) The one hundred (100) ownership units of Biloxi H.M.A., LLC, a Mississippi limited liability company, which shall be issued and outstanding immediately prior to the effective date of this Agreement, shall remain issued and outstanding.

(b) The one thousand (1,000) ownership units of Biloxi H.M.A., LLC, a Delaware limited liability company, outstanding immediately prior to the effective date of the merger shall be automatically cancelled and extinguished and converted into and become the right to receive one hundred (100) ownership units of Biloxi H.M.A., LLC, a Mississippi limited liability company.

ARTICLE FIVE

The terms and conditions of the merger are as follows:

(a) The limited liability company agreement of Biloxi H.M.A., LLC, a Mississippi limited liability company, as it shall exist on the effective date of this Agreement shall be and remain the limited liability company agreement of the surviving limited liability company until the same shall be altered, amended and repealed as therein provided.

(b) The officers of Biloxi H.M.A., LLC, a Mississippi limited liability company, shall continue in office until the Manager of Biloxi H.M.A., LLC, a Mississippi limited liability company, shall elect new officers.

(c) This merger shall become effective upon filing with the Secretary of State of Mississippi.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged limited liability company shall be transferred to, vested in and devolve upon the

surviving limited liability company without further act or deed and all property, rights, and every other interest of the surviving limited liability company and the merged limited liability company shall be as effectively the property of the surviving limited liability company as they were of the surviving limited liability company and the merged limited liability company respectively. The merged limited liability company hereby agrees from time to time, as and when requested by the surviving limited liability company or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving limited liability company may deem to be necessary or desirable in order to vest in and confirm to the surviving limited liability company title to and possession of any property of the merged limited liability company acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers of the merged limited liability company and the proper officers of the surviving limited liability company are fully authorized in the name of the merged limited liability company or otherwise to take any and all such action.

****

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their Sole Member have caused these presents to be executed by the Senior Vice President of each party hereto as the respective act, deed and agreement of said limited liability company on this 26th day of September, 2008.

BILOXI H.M.A., LLC
(a Delaware limited liability company)

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

BILOXI H.M.A., LLC
(a Mississippi limited liability company)

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

Exhibit 3.29

SECOND AMENDED AND RESTATED

OPERATING AGREEMENT

OF

BILOXI H.M.A., LLC

January 27, 2014

GLOSSARY OF DEFINED TERMS

Defined Terms	*Section*
Act	1.1
Affiliate	13.
Agreement	Preamble
Board	10.1
Chairman	10.11
Company	1.1
Liability	12.2
Member	Preamble
Units	4.1

SECOND AMENDED AND RESTATED
OPERATING AGREEMENT
OF
BILOXI H.M.A., LLC

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Mississippi HMA Holdings I, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member has formed a limited liability company (the "Company") pursuant to the provisions of applicable Mississippi law, which limited liability company is governed pursuant to the provisions of the Mississippi Revised Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Biloxi H.M.A., LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Mississippi is located at Mirror Lake Plaza, 2829 Lakeland Drive, Suite 1502, Flowood, Mississippi 39232, Rankin County. The registered agent of the Company for service of process at such address is CSC of Rankin County, Inc. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Mississippi Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.l, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board"). Each director shall have all of the powers, rights, duties, and responsibilities of a "manager" under the Act.

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Member from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash, and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Member shall fill the vacancy. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Mississippi. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.12 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Mississippi corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Mississippi corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Mississippi corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant ***Treasurers and Assistant Secretaries***.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith and with fair dealing, with the care an ordinarily prudent person in a like position would exercise

under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement , to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2 **Indemnification.**

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 79-29-313(3) or 79-29-709 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Biloxi H.M.A., LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of dissolution of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Mississippi pursuant to Section 79-29-205 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

***16.1* Amendment.**

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Mississippi without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

MISSISSIPPI HMA HOLDINGS I, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Mississippi HMA Holdings I, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.44

Business ID: 938712
Date Filed: 09/25/2008 12:00 PM
C. Delbert Hosemann, Jr.
Secretary of State

F0100

OFFICE OF THE SECRETARY OF STATE
P O BOX 136, JACKSON, MS 39205-0136
(601)359-1633

Mississippi LLC Certificate of Formation

The undersigned hereby executes the following document and sets forth:
(fields marked with an asterisks are required)

1. Name of the Limited Liability Company: (The name must include the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")

ð* Brandon HMA, LLC

2. The future effective date is (Complete if Applicable)

3. Federal Tax ID if available (Do not put Social Security Number in the box)

ð 64-0885458

4. Name and Street Address of the Registered Agent and Registered Office is (must be in Mississippi)

ð * Name: C T Corporation System

ð * Physical Address: 645 Lakeland East Drive, Suite 101

ð P.O. Box:

* City: Flowood | MS | 39232

* State * Zip4 – Zip 5

5. If the Limited Liability Company is to have a specific date of dissolution, the latest date upon which the Limited Liability Company is to dissolve is

ð

6. Is full or partial management of the Limited Liability Company vested in a manager or managers? (Mark Appropriate box)

ð * ☒ Yes ☐ No

7. Other matters the managers or members elect to include: (Attach additional pages if necessary)

ð

ð

F0100

OFFICE OF THE SECRETARY OF STATE
P O BOX 136, JACKSON, MS 39205-0136
(601)359-1633

Certificate of Formation

8. Signatures: This certificate must be signed by at least one member, manager, or organizer. (If signed by "manager" box 6 on page one 1 should be marked "yes".) The name, title, and address of each signer should be included in the spaces indicated. This page may be duplicated for additional signatures.

* Printed Name	Timothy R. Parry	* Title	Sr. Vice President
* By: Signature	/s/ Timothy R. Parry	(please keep writing within blocks)	

Street and Mailing Address

ð * Physical Address: 5811 Pelican Bay Blvd., Suite 500

ð * P. O. Box:

ð * City: Naples | State: FL | Zip4 – Zip5: 34108

Printed Name		Title	
By: Signature		(please keep writing within blocks)	

Street and Mailing Address

ð Physical Address:

ð P. O. Box:

ð City: | State: | Zip4 – Zip 5:

Business ID: 938712
Date Filed: 10/09/2008 05:00 PM
C. Delbert Hosemann, Jr.
Secretary of State

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Merger

The undersigned Limited Liability Companies, pursuant to Senate Bill 2395, Chapter 402, Laws of 1994, hereby execute the following Certificate of Merger and set forth:

1. The names and jurisdiction of formation or organization of the Limited Liability Companies

Brandon HMA, LLC, a Delaware limited liability company (Non-Survivor)

Brandon HMA, LLC, a Mississippi limited liability company (Survivor)

2. The plan or agreement of merger has been approved and executed by each party to the merger

3. The name of the surviving Limited Liability Company

Brandon HMA, LLC

4. The future effective date is (Complete if applicable)

5. The plan or agreement of merger. xxxxxxxxxx **is attached.**

6. The Secretary of State of Mississippi is appointed the registered agent of this Limited Liability Company for service process in a proceeding to enforce any obligation of each domestic Limited Liability Company party to the merger. (Applicable only if the surviving organization is a Foreign Limited Liability Company.)

Name of Limited Liability Company: Brandon HMA, LLC (DE LLC)

By: Signature: By: Hospital Management Associates, Inc. - Manager

/s/ Timothy R. Parry

(Please keep writing within blocks)

Printed Name: Timothy R. Parry

Title: Sr. Vice President

Rev. 01/96

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Merger

Street and Mailing Address

Physical Address: 5811 Pelican Bay Blvd., Suite 500

P.O. Box:

City, State, ZIP5, ZIP4: Naples | FL | 34108 - 2710

Name of Limited Liability Company: Brandon HMA, LLC (MS LLC)

By: Signature: By: Hospital Management Associates, Inc. - Manager

/s/ Timothy R. Parry

(Please keep writing within blocks)

Printed Name: Timothy R. Parry

Title: Sr. Vice President

Street and Mailing Address

Physical Address: 5811 Pelican Bay Blvd., Suite 500

P.O. Box:

City, State, ZIP5, ZIP4: Naples | FL | 34108 - 2710

Rev. 01/96

PLAN OF MERGER
BETWEEN
BRANDON HMA, LLC
(A DELAWARE LIMITED LIABILITY COMPANY)
AND
BRANDON HMA, LLC
(A MISSISSIPPI LIMITED LIABILITY COMPANY)

This Plan and Agreement of Merger, dated this 7th day of October, 2008, is made pursuant to Section 79-29-209 of the Mississippi Limited Liability Company Act, between **Brandon HMA, LLC**, a Delaware limited liability company and **Brandon HMA, LLC**, a Mississippi limited liability company.

WITNESSETH that:

WHEREAS, Brandon HMA, LLC is a limited liability company organized and existing under the laws of the State of Delaware, its Certificate of Formation having been filed in the Office of the Delaware Secretary of State on October 6, 2008 (together with a Certificate of Conversion of Brandon HMA, Inc., converting such corporation to a limited liability company, Brandon HMA, LLC); and

WHEREAS, Brandon HMA, LLC is a Limited liability company organized and existing under the laws of the State of Mississippi, its Certificate of Formation having been filed in the Office of the Mississippi Secretary of State on September 25, 2008; and

WHEREAS, the Sole Member of each constituent limited liability company deems it advisable that Brandon HMA, LLC, a Delaware limited liability company, be merged into Brandon HMA, LLC, a Mississippi limited liability company, on the terms and conditions hereinafter set forth, in accordance with the applicable statutes of Delaware and Mississippi;

NOW, THEREFORE, the limited liability companies, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

ARTICLE ONE

Pursuant to the provisions of the laws of the states of Delaware and Mississippi, Brandon HMA, LLC, a Delaware limited liability company, hereby merges into Brandon HMA, LLC, a Mississippi limited liability company, which shall be the surviving limited liability company.

ARTICLE TWO

The Certificate of Formation of Brandon HMA, LLC, a Mississippi limited liability company, as heretofore amended, is in effect on the date of the merger provided for in this Agreement and shall continue in full force and effect as the Certificate of Formation of the limited liability company surviving this merger.

ARTICLE THREE

The authorized ownership of each limited liability company which is a party to the merger is as follows:

(a) Health Management Associates, Inc., a Delaware corporation, is the Sole Member of Brandon HMA, LLC, a Delaware limited liability company, and owns one thousand (1,000) ownership units representing a 100% ownership interest in Brandon HMA, LLC, a Delaware limited liability company. The number of such ownership units is not subject to change prior to the effective date of the merger.

(b) Health Management Associates, Inc., a Delaware corporation, is the Sole Member of Brandon HMA, LLC, a Mississippi limited liability company, and owns one hundred (100) ownership units representing a 100% ownership interest in Brandon HMA, LLC, a Mississippi limited liability company. The number of such ownership units is not subject to change prior to the effective date of the merger.

ARTICLE FOUR

The manner of converting the ownership units of each constituent limited liability company into units or other securities of the surviving limited liability company shall be as follows:

(a) The one hundred (100) ownership units of Brandon HMA, LLC, a Mississippi limited liability company, which shall be issued and outstanding immediately prior to the effective date of this Agreement, shall remain issued and outstanding.

(b) The one thousand (1,000) ownership units of Brandon HMA, LLC, a Delaware limited liability company, outstanding immediately prior to the effective date of the merger shall be automatically cancelled and extinguished and converted into and become the right to receive one hundred (100) ownership units of Brandon HMA, LLC, a Mississippi limited liability company.

ARTICLE FIVE

The terms and conditions of the merger are as follows:

(a) The limited liability company agreement of Brandon HMA, LLC, a Mississippi limited liability company, as it shall exist on the effective date of this Agreement shall be and remain the limited liability company agreement of the surviving limited liability company until the same shall be altered, amended and repealed as therein provided.

(b) The officers of Brandon HMA, LLC, a Mississippi limited liability company, shall continue in office until the Manager of Brandon HMA, LLC, a Mississippi limited liability company, shall elect new officers.

(c) This merger shall become effective upon filing with the Secretary of State of Mississippi.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the

merged limited liability company shall be transferred to, vested in and devolve upon the surviving limited liability company without further act or deed and all property, rights, and every other interest of the surviving limited liability company and the merged limited liability company shall be as effectively the property of the surviving limited liability company as they were of the surviving limited liability company and the merged limited liability company respectively. The merged limited liability company hereby agrees from time to time, as and when requested by the surviving limited liability company or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving limited liability company may deem to be necessary or desirable in order to vest in and confirm to the surviving limited liability company title to and possession of any property of the merged limited liability company acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers of the merged limited liability company and the proper officers of the surviving limited liability company are fully authorized in the name of the merged limited liability company or otherwise to take any and all such action.

****

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their Sole Member have caused these presents to be executed by the Senior Vice President of each party hereto as the respective act, deed and agreement of said limited liability company on this 7th day of October, 2008.

BRANDON HMA, LLC
(a Delaware limited liability company)

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

BRANDON HMA, LLC
(a Mississippi limited liability company)

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

Exhibit 3.45

SECOND AMENDED AND RESTATED

OPERATING AGREEMENT

OF

BRANDON HMA, LLC

January 27, 2014

GLOSSARY OF DEFINED TERMS

Defined Terms	*Section*
Act	1.1
Affiliate	13.
Agreement	Preamble
Board	10.1
Chairman	10.11
Company	1.1
Liability	12.2
Member	Preamble
Units	4.1

SECOND AMENDED AND RESTATED
OPERATING AGREEMENT
OF
BRANDON HMA, LLC

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Mississippi HMA Holdings II, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member has formed a limited liability company (the "Company") pursuant to the provisions of applicable Mississippi law, which limited liability company is governed pursuant to the provisions of the Mississippi Revised Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Brandon HMA, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Mississippi is located at Mirror Lake Plaza, 2829 Lakeland Drive, Suite 1502, Flowood, Mississippi 39232, Rankin County. The registered agent of the Company for service of process at such address is CSC of Rankin County, Inc. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Mississippi Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.l, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board"). Each director shall have all of the powers, rights, duties, and responsibilities of a "manager" under the Act.

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Member from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash, and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Member shall fill the vacancy. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Mississippi. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.12 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Mississippi corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Mississippi corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Mississippi corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant ***Treasurers and Assistant Secretaries***.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith and with fair dealing, with the care an ordinarily prudent person in a like position would exercise

under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement , to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2 **Indemnification.**

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 79-29-313(3) or 79-29-709 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Brandon HMA, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of dissolution of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Mississippi pursuant to Section 79-29-205 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

***16.1* Amendment.**

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Mississippi without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

MISSISSIPPI HMA HOLDINGS II, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Mississippi HMA Holdings II, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.46

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

Brevard HMA Holdings, LLC

(Must end with the words "Limited Liability Company, "L.L.C.," or "LLC.")

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:	**Mailing Address:**
5811 Pelican Bay Boulevard, Suite 500 Naples, FL 34108	Same

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

C T Corporation System
Name

1200 South Pine Island Road
Florida street address (P.O. Box **NOT** acceptable)

Plantation FL 33324
City, State, and Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S..

C T Corporation System

By: /s/ Barbara A. Burke
Registered Agent's Signature (REQUIRED)

Barbara A. Burke
Special Assistant Secretary

(CONTINUED)

ARTICLE IV- Manager(s) or Managing Member(s):

The name and address of each Manager or Managing Member is as follows:

Title: "MGR" = Manager "MGRM" = Managing Member	**Name and Address:**
MGR	Hospital Management Associates, Inc. 5811 Pelican Bay Boulevard, Suite 500 Naples, FL 34108

(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: _____. (OPTIONAL)

(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)

REQUIRED SIGNATURE:

/s/ Timothy R. Parry

Signature of a member or an authorized representative of a member.

(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Timothy R. Parry

Typed or printed name of signee

Filing Fees:

$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent
$ 30.00 Certified Copy (Optional)
$ 5.00 Certificate of Status (Optional)

Exhibit 3.47

AMENDED AND RESTATED

OPERATING AGREEMENT

OF

BREVARD HMA HOLDINGS, LLC

January 27, 2014

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AMENDED AND RESTATED OPERATING AGREEMENT
OF
BREVARD HMA HOLDINGS, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Central Florida HMA Holdings, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of Chapter 605, Florida Statutes, the Florida Revised Limited Liability Company Act ("Act"), and all amendments thereto

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Brevard HMA Holdings, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Florida is located at 1201 Hays Street, Tallahassee Florida, 32301. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Articles of Organization with the Florida Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc., an affiliated company, on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF MANAGERS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Managers ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual managers, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three managers, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, managers shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of managers shall not shorten an incumbent manager's term. Each manager shall hold office until such manager resigns or is removed. Despite the expiration of a manager's term, such manager shall continue to serve until the manager's successor is elected and qualifies, until there is a decrease in the number of managers or the manager is removed.

10.3 Resignation of Managers. A manager may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Managers by Member. A manager shall be removed by the Member only at a meeting called for the purpose of removing such manager and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the manager. The Member may remove one or more managers with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of managers, the Board shall fill the vacancy, and if the managers remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the managers remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new manager may not take office until the vacancy occurs.

10.6 Compensation of Managers. Managers on the Board shall not be entitled to receive a fee for the manager's services as a manager on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Florida. The Board may permit any or all managers to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all managers participating may simultaneously hear each other during the meeting. A manager participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the managers having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all managers entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of managers fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of managers present shall constitute an act of the Board. A manager who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the manager objects at the beginning of the meeting, or promptly upon the manager's arrival, to holding the meeting or transacting business at the meeting or (ii) the manager's dissent or abstention from the action taken is entered in the minutes of the meeting or the manager delivers written notice of the manager's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a manager who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Florida limited liability company and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and

deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF MANAGERS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The managers and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such manager's or officer's status as a manager or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Florida limited liability company of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a manager or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such manager or officer acting under this Agreement shall not be liable to the Company, the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a manager or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such manager or officer; provided, however, that the foregoing shall not be interpreted or

construed so as to eliminate or restrict any fiduciary duty, including, but not limited to, the duties of loyalty, care, good faith and fair dealing, in such a manner as to be contrary to the provisions of Section 605.0105 of the Act.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each manager or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a manager or officer of the Company, or is or was serving at the request of the Company as a manager, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that (i) the manager or officer has met the standard of conduct described in Section 12.1, and (ii) indemnification under this paragraph does not violate the provisions of Section 605.0105 A manager or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the manager or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a manager or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The manager or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The manager or officer furnishes the Company a written undertaking, executed personally or on the manager's or officer's behalf, to repay the advance if it is ultimately determined that the manager or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the manager or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested

managers or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a manager or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a manager or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The managers and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, managers, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a manager, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a manager or such manager's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Dissociation of Member. Upon the occurrence of any of the events set forth in Section 605.0602 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Brevard HMA Holdings, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and articles of dissolution are filed with the office of the Secretary of State of the State of Florida pursuant to Section 605.0707 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

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16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

CENTRAL FLORIDA HMA HOLDINGS, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Central Florida HMA Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.48

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

Brevard HMA Hospitals, LLC

(Must end with the words "Limited Liability Company, "L.L.C.," or "LLC.")

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:	**Mailing Address:**
5811 Pelican Bay Boulevard, Suite 500 Naples, FL 34108	Same

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

C T Corporation System
Name

1200 South Pine Island Road
Florida street address
(P.O. Box **NOT** acceptable)

Plantation FL 33324
City, State, and Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S..

C T Corporation System

By: /s/ Barbara A. Burke
Registered Agent's Signature (REQUIRED)

Barbara A. Burke
Special Assistant Secretary

(CONTINUED)

ARTICLE IV- Manager(s) or Managing Member(s):

The name and address of each Manager or Managing Member is as follows:

Title:	**Name and Address:**
"MGR" = Manager "MGRM" = Managing Member	
MGR	Hospital Management Associates, Inc. 5811 Pelican Bay Boulevard, Suite 500 Naples, FL 34108

(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: _____. (OPTIONAL)

(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)

REQUIRED SIGNATURE:

/s/ Timothy R. Parry

Signature of a member or an authorized representative of a member.

(In accordance with section 608,408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Timothy R. Parry

Typed or printed name of signee

Filing Fees:

$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent
$ 30.00 Certified Copy (Optional)
$ 5.00 Certificate of Status (Optional)

Exhibit 3.49

AMENDED AND RESTATED

OPERATING AGREEMENT

OF

BREVARD HMA HOSPITALS, LLC

January 27, 2014

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AMENDED AND RESTATED OPERATING AGREEMENT
OF
BREVARD HMA HOSPITALS, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Brevard HMA Holdings, LLC, a Florida limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of Chapter 605, Florida Statutes, the Florida Revised Limited Liability Company Act ("Act"), and all amendments thereto

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Brevard HMA Hospitals, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Florida is located at 1201 Hays Street, Tallahassee Florida, 32301. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Articles of Organization with the Florida Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc., an affiliated company, on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF MANAGERS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Managers ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual managers, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three managers, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, managers shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of managers shall not shorten an incumbent manager's term. Each manager shall hold office until such manager resigns or is removed. Despite the expiration of a manager's term, such manager shall continue to serve until the manager's successor is elected and qualifies, until there is a decrease in the number of managers or the manager is removed.

10.3 Resignation of Managers. A manager may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Managers by Member. A manager shall be removed by the Member only at a meeting called for the purpose of removing such manager and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the manager. The Member may remove one or more managers with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of managers, the Board shall fill the vacancy, and if the managers remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the managers remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new manager may not take office until the vacancy occurs.

10.6 Compensation of Managers. Managers on the Board shall not be entitled to receive a fee for the manager's services as a manager on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Florida. The Board may permit any or all managers to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all managers participating may simultaneously hear each other during the meeting. A manager participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the managers having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all managers entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of managers fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of managers present shall constitute an act of the Board. A manager who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the manager objects at the beginning of the meeting, or promptly upon the manager's arrival, to holding the meeting or transacting business at the meeting or (ii) the manager's dissent or abstention from the action taken is entered in the minutes of the meeting or the manager delivers written notice of the manager's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a manager who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Florida limited liability company and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and

deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF MANAGERS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The managers and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such manager's or officer's status as a manager or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Florida limited liability company of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a manager or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such manager or officer acting under this Agreement shall not be liable to the Company, the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a manager or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such manager or officer; provided, however, that the foregoing shall not be interpreted or

construed so as to eliminate or restrict any fiduciary duty, including, but not limited to, the duties of loyalty, care, good faith and fair dealing, in such a manner as to be contrary to the provisions of Section 605.0105 of the Act.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each manager or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a manager or officer of the Company, or is or was serving at the request of the Company as a manager, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that (i) the manager or officer has met the standard of conduct described in Section 12.1, and (ii) indemnification under this paragraph does not violate the provisions of Section 605.0105 A manager or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the manager or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a manager or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The manager or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The manager or officer furnishes the Company a written undertaking, executed personally or on the manager's or officer's behalf, to repay the advance if it is ultimately determined that the manager or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the manager or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested

managers or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a manager or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a manager or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The managers and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, managers, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a manager, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a manager or such manager's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Dissociation of Member. Upon the occurrence of any of the events set forth in Section 605.0602 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Brevard HMA Hospitals, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and articles of dissolution are filed with the office of the Secretary of State of the State of Florida pursuant to Section 605.0707 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

BREVARD HMA HOLDINGS, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Brevard HMA Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.60

RECEIVED
STATE OF TENNESSEE
2011 JUN 10 PM 2:53
TRE HARGETT
SECRETARY OF STATE

5983-8438

State of Tennessee

Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

ARTICLES OF ORGANIZATION (LIMITED LIABILITY COMPANY)

(For use on or after 7/1/2006)

For Office Use Only

The Articles of Organization presented herein are adopted in accordance with the provisions of the Tennessee Revised Limited Liability Company Act.

1. The name of the Limited Liability Company is: Campbell County HMA, LLC

(NOTE: Pursuant to the provisions of TCA §48-249-106, each limited liability company name must contain the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")

2. The name and complete address of the Limited Liability Company's initial registered agent and office located in the state of Tennessee is:

C T Corporation System
(Name)

800 S. Gay Street, Suite 2021 — Knoxville — TN 37929
(Street address) — *(City)* — *(State/Zip Code)*

Knox
(County)

3. The Limited Liability Company will be: *(NOTE: PLEASE MARK APPLICABLE BOX)*
☐ Member Managed ☒ Manager Managed ☐ Director Managed

4. Number of Members at the date of filing, if more than six (6): _____.

5. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is: (Not to exceed 90 days)
Date: _____, _____ Time: _____

6. The complete address of the Limited Liability Company's principal executive office is:
5811 Pelican Bay Blvd, Suite 500 — Naples — FL 34108
(Street Address) — *(City)* — *(State/County/Zip Code)*

7. Period of Duration if not perpetual: _____

8. Other Provisions:

9. THIS COMPANY IS A NONPROFIT LIMITED LIABILITY COMPANY (Check if applicable) ☐

June 8, 2011
Signature Date

Signature

Organizer
Signer's Capacity (If other than individual capacity)

Timothy R. Parry
Name (printed or typed)

SS-4270 (Rev. 05/06) Filing Fee: $50 per member (minimum fee = $300, maximum fee = $3,000 RDA 2458

TN043 - 03.01.2008 C T System Online

Exhibit 3.61

AMENDED AND RESTATED OPERATING AGREEMENT

OF

CAMPBELL COUNTY HMA, LLC

January 27, 2014

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AMENDED AND RESTATED OPERATING AGREEMENT
OF
CAMPBELL COUNTY HMA, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Knoxville HMA Holdings, LLC, a Tennessee limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member has formed a limited liability company (the "Company") pursuant to the provisions of the Tennessee Revised Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Campbell County HMA, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Tennessee is located at c/o Community Health Systems, Inc., 4000 Meridian Boulevard, Franklin, Tennessee 37067, Williamson County. The registered agent of the Company for service of process at such address is Benjamin C. Fordham. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of Articles of Organization with the Tennessee Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.l, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board"). Each director shall have all of the powers, rights, duties, and responsibilities of a "manager" under the Act.

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash, and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Member shall fill the vacancy. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Tennessee. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.12 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Tennessee corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Tennessee corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Tennessee corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care and ordinarily prudent person in a like position would exercise under similar

circumstances and, in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company, the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement , to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2 Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 48-249-503(a)(7) – (a)(12) of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Campbell County HMA, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and articles of termination of the articles of organization of the Company are filed with the office of the Secretary of State of the State of Tennessee pursuant to Section 48-249-612 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

KNOXVILLE HMA HOLDINGS, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Knoxville HMA Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.62

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:11 PM 03/25/2009
FILED 04:11 PM 03/25/2009
SRV 090301612 — 4667816 FILE

STATE OF DELAWARE CERTIFICATE OF CONVERSION FROM A CORPORATION TO A LIMITED LIABILITY COMPANY PURSUANT TO SECTION 18-214 OF THE LIMITED LIABILITY ACT

1. The jurisdiction where the Corporation first formed is **Delaware.**

2. The jurisdiction immediately prior to filing this Certificate is **Delaware.**

3. The date the corporation first formed is March 20, 2009.

4. The name of the Corporation immediately prior to filing this Certificate is **Carlisle HMA, Inc.**

5. The name of the Limited Liability Company as set forth in the Certificate of Formation is **Carlisle HMA, LLC.**

IN WITNESS WHEREOF, the undersigned executes this Certificate on the 25th day of March, 2009.

/s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President and Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:11 PM 03/25/2009
FILED 04:11 PM 03/25/2009
SRV 090301612 — 4667816 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

First: The name of the limited liability company is **Carlisle HMA, LLC.**

Second: The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

Third: This Certificate of Formation shall be effective on upon filing.

IN WITNESS WHEREOF, the undersigned, as the sole member of Carlisle HMA, LLC has executed this Certificate of Formation of Carlisle HMA, LLC this 25th day of March, 2009.

HEALTH MANAGEMENT ASSOCIATES, INC.
Sole Member

BY: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President and Secretary

Entity #: 3870482
Date Filed: 03/23/2009
Pedro A. Cortés
Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Certificate of Organization
Domestic Limited Liability Company
(15 Pa.C.S. § 8913)

Commonwealth of Pennsylvania
CERTIFICATE OF ORGANIZATION 4 Page(s)

Fee: $125

In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company *(designator is required. i.e., "company", "limited" or "limited liability company" or abbreviation)*:

   Carlisle HMA, LLC

2. The (a) address of the limited liability company's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and Street	City	State	Zip	County

(b) Name of Commercial Registered Office Provider	County
c/o: C T Corporation System	Cumberland

3. The name and address, including street and number, if any, of each organizer is *(all organizers must sign on page 2)*:

Name	Address
Timothy R. Parry	5811 Pelican Bay Blvd., Suite 500, Naples, FL 34108

DSCB: 15-8913-2

4. ~~*Strike out if inapplicable term*~~
A member's interest in the company is to be evidenced by a certificate of membership interest.

5. ~~*Strike out if inapplicable:*~~
Management of the company is vested in a manager or managers.

6. The specified effective date, if any is: _____.
month date year hour, if any

7. ~~*Strike out if inapplicable:* The company is a restricted professional company organized to render the following restricted professional service(s):~~

NA

8. ~~For additional provisions of the certificate, if any, attach an 8 ½ x 11 sheet.~~

IN TESTIMONY WHEREOF, the organizer(s) has (have) signed this Certificate of Organization this 23rd day of March, 2009.

/s/ Timothy R. Parry
Signature

Signature

Signature

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Consent to Appropriation of Name
(19 Pa.Code § 17.2)

Pursuant to 19 Pa. Code § 17.2 (relating to appropriation of the name of a senior corporation) the undersigned association, desiring to consent to the appropriation of its name by another association, hereby certifies that:

1. The name of the association executing this Consent of Name is:

Carlisle HMA, Inc. (a DE corporation qualified in PA)

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street City State Zip County

(b) Name of Commercial Registered Office Provider County

c/o C T Corporation System Cumberland

3. The date of its incorporation or other organization is:

4. The statute under which it was incorporated or otherwise organized is:

5. The association(s) entitled to the benefit of this Consent of Name is(are):

Carlisle HMA, LLC (a PA limited liability company)

6. *The consenting association is about to (check one)*:

____ Change its name ____ Cease to do business _X_ Withdraw from doing business in PA ____ is being wound up

IN TESTIMONY WHEREOF, the undersigned association has caused this consent to be signed by a duly authorized officer thereof this 23rd day of March, 2009.

/s/ Timothy R. Parry
Signature

Senior Vice President
Title

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:14 PM 03/26/2009
FILED 06:40 PM 03/26/2009
SRV 090307476 - 4667816 FILE

STATE OF DELAWARE CERTIFICATE OF MERGER OF A DOMESTIC LIMITED LIABILITY COMPANY INTO A FOREIGN LIMITED LIABILITY COMPANY

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

First: The name of the surviving limited liability company is **Carlisle HMA, LLC,** a Pennsylvania limited liability company.

Second: The jurisdiction in which this limited liability company was formed is **Pennsylvania.**

Third: The name of the limited liability company being merged into Carlisle HMA, LLC is **Carlisle HMA, LLC,** a Delaware limited liability company.

Fourth: The agreement of merger or consolidation has been approved and executed by each of the business entities which are to merge or consolidate.

Fifth: The name of the surviving foreign limited liability company is **Carlisle HMA, LLC.**

Sixth: An agreement of merger or consolidation is on file at a place of business of the surviving foreign limited liability company and the address thereof is: **5811 Pelican Bay Blvd., Suite 500, Naples, FL 34108.**

Seventh: A copy of the agreement of merger or consolidation will be furnished by Carlisle HMA, LLC, the surviving Pennsylvania limited liability company, on request and without cost, to any member of Carlisle HMA, LLC, a Delaware limited liability company.

Eighth: Carlisle HMA, LLC, a Pennsylvania limited liability company and the surviving foreign limited liability company, agrees that it may be served with process in the State of Delaware in any action, suit or proceeding for the enforcement of any obligation of Carlisle HMA, LLC, the domestic limited liability company which is merging, irrevocably appointing the Secretary of State as its agent to accept service of process in any such action, suit or proceeding and the address to which a copy of such process shall be mailed to by the Secretary of State is: **5811 Pelican Bay Blvd., Suite 500, Naples**, **FL 34108**.

****

IN WITNESS WHEREOF, said Carlisle HMA, LLC, a Pennsylvania limited liability company, has caused this Certificate of Merger to be signed as of the 25th day of March, 2009.

Carlisle HMA, LLC
(a Pennsylvania limited liability company)

By: /s/ Timothy R. Party
Timothy R. Party
Senior Vice President

Entity #: 3870482
Date Filed: 03/26/2009
Pedro A. Cortés
Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Certificate of Merger or Consolidation
Limited Liability Company
(15 Pa. C.S. § 8958)

Fee: $150 plus $40 additional for each party in addition to two

Commonwealth of Pennsylvania
CERTIFICATE OF MERGER 8 Page(s)

In compliance with the requirements of the 15 Pa.C.S. § 8958 (relating to articles of merger or consolidation), the undersigned limited liability company(s), desiring to effect a merger or consolidation, hereby state that:

1. The name of the limited liability company surviving the merger or consolidation is:
Calisle HMA, LLC (a PA limited liability company)

2. *Check and complete one of the following:*

☒ The surviving limited liability company is a domestic limited liability company and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street | City | State | Zip | County

(b) Name of Commercial Registered Office Provider | County

c/o: CT Corporation System | Cumberland

☐ The surviving limited liability company is a qualified foreign limited liability company formed under the laws of __ and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street | City | State | Zip | County

(b) Name of Commercial Registered Office Provider County

c/o:

☐ The surviving limited liability company is a nonqualified foreign limited liability company formed under the laws of _____ and the address of its principal office under the laws of such domiciliary jurisdiction is:

Number and Street | City | State | Zip

3. The name and the address of the current registered office in this Commonwealth or name of its commercial registered office provider and the county of venue of each other domestic limited liability company and qualified foreign limited liability company which is a party to the plan of merger or consolidation are as follows:

Name	Registered Office Address	Commercial Registered Office Provider	County
CARLISLE HMA, LLC		(NON-QUALIFIED)	

4. *Check, and if appropriate complete, one of the following:*

☒ The plan of merger or consolidation shall be effective upon filing these Articles of Merger in the Department of State.

☐ The plan of merger or consolidation shall be effective on: _____ at _____.
Date Hour

5. The manner in which the plan of merger or consolidation was adopted by each domestic limited liability company is as follows:

Name of Limited Liability Company	Manner of Adoption
Carlisle HMA, LLC (a PA limited liability company)	Adopted by the Sole Member

6. *Strike out this paragraph if no foreign limited liability company is a party to the merger or consolidation:*

The plan was authorized, adopted or approved, as the case may be, by the foreign limited liability company (or each of the foreign limited liability companies) party to the plan in accordance with the laws of the jurisdiction in which it is organized.

7. *Check, and if appropriate complete, one of the following:*

☒ The plan of merger or consolidation is set forth in full in Exhibit A attached hereto and made a part hereof.

☐ Pursuant to 15 Pa.C.S. § 8958 (b) (relating to omission of certain provisions of plan of merger or consolidation) the provisions, if any, of the plan of merger or consolidation that amend or constitute the operative Certificate of Organization of the surviving limited liability company as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A attached hereto and made a part hereof. The full text of the plan of merger or consolidation is on file at the principal place of business of the surviving limited liability company, the address of which is:

Number and street City State Zip County

IN TESTIMONY WHEREOF, the undersigned limited liability company has caused this Certificate of Merger or Consolidation to be signed by a duly authorized member or manager thereof this

25th day of March, 2009.

Carlisle HMA, LLC (a PA LLC)
Name of Limited Liability Company

/s/ Timothy R. Parry
Signature

Senior Vice President
Title

Carlisle HMA, LLC (a DE LLC)
Name of Limited Liability Company

/s/ Timothy R. Parry
Signature

Senior Vice President
Title

Exhibit A

PLAN OF MERGER
BETWEEN
CARLISLE HMA, LLC
(A DELAWARE LIMITED LIABILITY COMPANY)
AND
CARLISLE HMA, LLC

(A PENNSYLVANIA LIMITED LIABILITY COMPANY)

This Plan and Agreement of Merger, dated as of the day of March, 2009, is made pursuant to Section 8957 of the Pennsylvania Limited Liability Company Act, between **Carlisle HMA, LLC,** a Delaware limited liability company and **Carlisle HMA, LLC**, a Pennsylvania limited liability company.

WITNESSETH that:

WHEREAS, Carlisle HMA, LLC is a limited liability company organized and existing under the laws of the State of Delaware, its Certificate of Formation having been filed in the Office of the Delaware Secretary of State on March 25, 2009 (together with a Certificate of Conversion of Carlisle HMA, Inc., converting such corporation to a limited liability company, Carlisle HMA, LLC); and

WHEREAS, Carlisle HMA, LLC is a limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania, its Certificate of Organization having been filed in the Pennsylvania Department of State Corporation Bureau on March 23, 2009; and

WHEREAS, the Sole Member of each constituent limited liability company deems it advisable that Carlisle HMA, LLC, a Delaware limited liability company, be merged into Carlisle HMA, LLC, a Pennsylvania limited liability company, on the terms and conditions hereinafter set forth, in accordance with the applicable statutes of Delaware and Pennsylvania;

NOW, THEREFORE, the limited liability companies, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

ARTICLE ONE

Pursuant to the provisions of the laws of the State of Delaware and the Commonwealth of Pennsylvania, Carlisle HMA, LLC, a Delaware limited liability company, hereby merges into Carlisle HMA, LLC, a Pennsylvania limited liability company, which shall be the surviving limited liability company.

ARTICLE TWO

The Certificate of Organization of Carlisle HMA, LLC, a Pennsylvania limited liability company, as heretofore amended, is in effect on the date of the merger provided for in this Agreement and shall continue in full force and effect as the Certificate of Organization of the limited liability company surviving this merger.

ARTICLE THREE

The authorized ownership of each limited liability company which is a party to the merger is as follows:

(a) The Sole Member of Carlisle HMA, LLC, a Delaware limited liability company, Health Management Associates, Inc., a Delaware corporation, owns a 100% membership interest in Carlisle HMA, LLC, a Delaware limited liability company. The 100% membership interest is not subject to change prior to the effective date of the merger.

(b) The Sole Member of Carlisle HMA, LLC, a Pennsylvania limited liability company, Health Management Associates, Inc., a Delaware Corporation, owns a 100% membership interest in Carlisle HMA, LLC, a Pennsylvania limited liability company. The 100% membership interest is not subject to change prior to the effective date of the merger.

ARTICLE FOUR

The manner of converting the ownership units of each constituent limited liability company into units or other securities of the surviving limited liability company shall be as follows:

(a) The 100% membership interest in Carlisle HMA, LLC, a Pennsylvania limited liability company, owned by the sole member immediately prior to the effective date of this Agreement shall remain a 100% membership interest owned by the sole member.

(b) The 100% membership interest in Carlisle HMA, LLC, a Delaware limited liability company, owned by the sole member immediately prior to the effective date of this Agreement shall be merged into the membership interest of the survivor limited liability company.

ARTICLE FIVE

The terms and conditions of the merger are as follows:

(a) The Operating Agreement of Carlisle HMA, LLC, a Pennsylvania limited liability company, as it shall exist on the effective date of this Agreement shall be and remain the operating agreement of the surviving limited liability company until the same shall be altered, amended and repealed as therein provided.

(b) The officers of Carlisle HMA, LLC, a Pennsylvania limited liability company, shall continue in office until the Manager of Carlisle HMA, LLC, a Pennsylvania limited liability company, shall elect new officers.

(c) The manager of Carlisle HMA, LLC, a Pennsylvania limited liability company, shall continue as Manager until the members of Carlisle HMA, LLC, a Pennsylvania limited liability company, shall appoint a new manager.

(d) This merger shall become effective upon filing with the Pennsylvania Department of State Corporation Bureau.

(e) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged limited liability company shall be transferred to, vested in and devolve upon the surviving limited liability company without further act or deed and all property, rights, and every other interest of the surviving limited liability company and the merged limited liability company shall be as effectively the property of the surviving limited liability company as they were of the surviving limited liability company and the merged limited liability company respectively. The merged limited liability company hereby agrees from time to time, as and when requested by the surviving limited liability company or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving limited liability company may deem to be necessary or desirable in order to vest in and confirm to the surviving limited liability company title to and possession of any property of the merged limited liability company acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers of the merged limited liability company and the proper officers of the surviving limited liability company are fully authorized in the name of the merged limited liability company or otherwise to take any and all such action.

****

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their Sole Member have caused these presents to be executed by the Senior Vice President of each party hereto as the respective act, deed and agreement of said limited liability company on this 25th day of March, 2009.

CARLISLE HMA, LLC
(a Delaware limited liability company)

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

CARLISLE HMA, LLC
(a Pennsylvania limited liability company)

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

Exhibit 3.63

THIRD AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

CARLISLE HMA, LLC

January 27, 2014

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THIRD AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
CARLISLE HMA, LLC

THIS THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of Carlisle HMA, LLC (the "Company") is made as of the 27th day of January, 2014, by Central States HMA Holdings, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Company was formed under and pursuant to the Pennsylvania Limited Liability Company Law of 1994 (the "Act") by the filing of a Certificate of Organization with the Pennsylvania Department of State on March 23, 2009. The Company is the surviving entity of a merger pursuant to which Carlisle HMA, LLC, a Delaware limited liability company and successor to Carlisle HMA, Inc., a Pennsylvania corporation, was merged with and into the Company pursuant to a Certificate of Merger filed with the Pennsylvania Department of State on March 26, 2009.

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Carlisle HMA, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the Commonwealth of Pennsylvania is located at c/o Corporation Service Company 2595 Interstate Drive, Suite 103, Harrisburg, PA 17110. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Organization with the Pennsylvania Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board"). For purposes of Pennsylvania law, the Board shall be considered the manager of the Company.

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the Commonwealth of Pennsylvania. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.12 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Pennsylvania corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be

created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Pennsylvania corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Pennsylvania corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Pennsylvania corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company,

the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2 Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. Indemnification shall not be made in any case where the act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of

any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any Bankruptcy Event or dissolution or termination of the Member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member. A "Bankruptcy Event" shall occur if the Member:

(a) Makes an assignment for the benefit of creditors;

(b) Files a voluntary petition in bankruptcy;

(c) Is adjudged a bankrupt or insolvent, or has entered against the member an order for relief, in any bankruptcy or insolvency proceeding;

(d) Files a petition or answer seeking for the member any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;

(e) Files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the member in any proceeding of this nature;

(f) Seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the member or of all or any substantial part of the member's properties.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Carlisle HMA, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other

disposition of all, or substantially all of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of dissolution of the certificate of organization of the Company is filed with the office of the Secretary of State of the Commonwealth of Pennsylvania pursuant to Section 8976 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

CENTRAL STATES HMA HOLDINGS, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Central States HMA Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.66

CERTIFICATE OF FORMATION
OF
CAROLINAS JV HOLDINGS GENERAL, LLC

Under Section 18-201 of the Delaware Limited Liability Act

1. The name of the limited liability company is Carolinas JV Holdings General, LLC.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Carolinas JV Holdings General, LLC this 19th day of March, 2008.

/s/ Timothy R. Parry
Timothy R. Parry, Organizer

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:59 PM 03/19/2008
FILED 12:45 PM 03/19/2008
SRV 080333836 – 4521157 FILE

Exhibit 3.67

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

CAROLINAS JV HOLDINGS GENERAL, LLC

January 27, 2014

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AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
OF
CAROLINAS JV HOLDINGS GENERAL, LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Health Management Associates, LP, a Delaware limited partnership (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Carolinas JV Holdings General, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its

good faith reliance on the provisions of this Agreement, and the provisions of this Agreement , to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or

hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in «Entity Name», LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

HEALTH MANAGEMENT ASSOCIATES, LP

By: Health Management General Partner, LLC
Its: General Partner

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Health Management Associates, LP 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.68

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:59 PM 03/19/2008
FILED 12:46 PM 03/19/2008
SRV 080333847 – 4521161 FILE

CERTIFICATE OF LIMITED PARTNERSHIP
OF
CAROLINAS JV HOLDINGS, L.P.

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, do hereby certify as follows:

FIRST: The name of the limited partnership is Carolinas JV Holdings, L.P.

SECOND: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, New Castle County. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The name and mailing address of the sole general partner is:

Carolinas JV Holdings General, LLC
5811 Pelican Bay Blvd., Suite 500
Naples, FL 34108

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership this 19th day of March, 2008.

/s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President
Carolinas JV Holdings General, LLC,
General Partner

Exhibit 3.69

LIMITED PARTNERSHIP AGREEMENT

OF

CAROLINAS JV HOLDINGS, L.P.

THIS LIMITED PARTNERSHIP AGREEMENT (this "Agreement") is made as of the 19th day of March, 2008, by and between **CAROLINAS JV HOLDINGS GENERAL, LLC**, a Delaware limited liability company (referred to as "General Partner"), and **HEALTH MANAGEMENT ASSOCIATES, INC.,** a Delaware corporation (referred to as "Limited Partner"). General Partner and Limited Partner are herein collectively referred to as "Partners" and are Partners in the partnership known as Carolinas JV Holdings, L.P. (the "Partnership"), which was formed on March 19, 2008 when the General Partner caused a certificate of limited partnership (the "Certificate") to be filed in the office of the Secretary of State of Delaware in accordance with the provisions of the Delaware Revised Uniform Limited Partnership Act (the "Act").

WHEREAS, upon formation of the Partnership, General Partner and Limited Partner made the initial capital contributions and received the partnership interest and the number of partnership units set forth in Paragraph 5.01 of this Agreement; and

WHEREAS, the Partners desire to enter into this Agreement to govern the affairs of the Partnership and its business under the Act.

NOW, THEREFORE, it is mutually agreed as follows:

SECTION 1.
Name

1.01 **Partnership Name.** The Partnership's name is Carolinas JV Holdings, L.P.

SECTION 2.
Place of Business and Registered Agent

2.01 **Place of Business.** The Partnership's principal place of business is located at the following address: 5811 Pelican Bay Blvd., Suite 500, Naples, FL 34108. The General Partner may from time to time change the Partnership's principal place of business to another location or add additional places of business.

2.02 **Registered Agent.** The registered agent for the Partnership shall be the Partnership's registered agent for service of process against the Partnership as stated in the Certificate of Limited Partnership: The Corporation Trust Company, with an address of 1209 Orange Street, Wilmington, DE 19801.

SECTION 3.
Business

3.01 **Purpose.** The Partnership's purpose is to engage in any lawful business permitted under the Act. The Partnership shall have the power to do any and all acts necessary, appropriate, proper, advisable, incidental or convenient to or in furtherance of the purpose of the Partnership and shall have without limitation, any and all powers that may be exercised on behalf of the Partnership by the General Partner pursuant to this Agreement or the Act.

SECTION 4.
Term of Partnership

4.01 **Initial Term.** The Partnership began on the date of filing of the Certificate of Limited Partnership and shall continue until the winding up and liquidation of the Partnership and its business is completed, as provided in this Agreement, unless terminated sooner pursuant to this Agreement.

SECTION 5.
Capital and Capital Accounts

5.01 **Capital Contributions.** Each of the Partners has contributed to the capital of the Partnership, in cash, the amount set forth opposite its name and therefore possess the partnership interest and number of partnership units indicated:

Name	Capital Contribution	Partnership Interest	Partnership Units
Carolinas JV Holdings General, LLC	$ 1.00	1%	1
Health Management Associates, Inc.	$ 99.00	99%	99

5.02 **Each Partner's Share.** A Capital Account shall be maintained for each Partner and shall be credited with the amount of its capital contribution to the Partnership. Each capital account shall be established and maintained in compliance with Section 704 of the Internal Revenue Code of 1986 (the "Code") and all applicable temporary and final tax regulations under the Code ("Treasury Regulations"), and any amendments thereof. No interest shall be paid on partnership capital.

5.03 **Additions.** No Limited Partner shall be required to make any additional capital contribution to the Partnership in excess of the amount described in Paragraph 5.01 above. The General Partner shall make such additional capital contributions as it deems necessary in its discretion to carry on the business of the Partnership.

5.04 **Adjustments.** Each Partner's capital account shall be adjusted whenever necessary to reflect: (1) its distributive share of Partnership profits and losses, including capital gains and losses, (ii) contributions made to the Partnership by the Partner, and (iii) distributions made by the Partnership to the Partner. A Partner's loans to the Partnership shall not be added to its capital account.

5.05 **Withdrawal of Capital.** No General or Limited Partner may withdraw any or all of its capital contribution without the prior written consent of the General Partner.

5.06 **Partnership Units.** The number of partnership units set forth in Section 5.01 above represent each Partner's partnership interest in the Partnership. Each Partners's partnership units may, but need not, be evidenced by unit certificates in such form as the General Partner may from time to time prescribe. If unit certificates are issued, the number of partnership units held by a Partner shall be designated on that Partner's unit certificate. Unit certificates, if any, shall be signed by the General Partner or an officer of the General Partner and registered in such manner, if any, as the General Partner may prescribe.

SECTION 6.
Profits and Losses; Tax

6.01 **Profits and Losses.** Except as otherwise provided herein, the Partnership's net profits and losses, and every item of income, deduction, gain, loss, and credit therein, shall be allocated between and borne by the Partners in the following percentages:

Name	Percent
Carolinas JV Holdings General, LLC	1%
Health Management Associates, Inc.	99%

Notwithstanding any other provision of this Paragraph, income, deduction, gain, loss, and credit with respect to property contributed to the Partnership by a Partner shall be shared among the Partners so as to take account of any variation between the basis of the property so contributed and its fair market value at the time of contribution, in accordance with the Code and any applicable Treasury Regulations. No Limited Partner will be liable for any debts, liabilities or other obligations of the Partnership in excess of the amount of its capital contribution.

6.02 **Allocation to General Partner.** Notwithstanding any provision of this Agreement to the contrary, at all times during the existence of the Partnership, the interest of the General Partner in each item of income, deduction, gain, loss, or credit will be equal to at least 1% of each such item.

6.03 **Distributions of Profits.** The Partnership shall distribute profits at such times and is such amounts as determined by the General Partner, after setting aside such amounts as may be deemed necessary to create adequate reserves for future capital needs. All distributions to the Partners shall be made in proportions in which net profits and losses are allocated under Paragraph 6.01 above.

6.04 **Assignment of Dissolution.** In the event of an assignment of a partnership interest or of the dissolution or termination of any Partner, profits and losses shall be allocated on the basis of the number of days in the particular year during which each Partner owned its partnership interest, or on any other reasonable basis consistent with applicable United States tax laws and regulations.

6.05 **Taxes.** The Partnership shall be taxed as a corporation and the Partnership will make such filings as are necessary and consistent with such election.

SECTION 7.
Management and Operations

7.01 **Limited Partners.** The Limited Partners shall take no part in and have no vote respecting the management and operations of the Partnership.

7.02 **General Partner.** The General Partner has the full and exclusive power on the Partnership's behalf, in its name, to manage, control, administer and operate its business and affairs and to do or cause to be done anything the General Partner deem necessary or appropriate for the Partnership's business.

7.03 **Compensation.** The General Partner shall not be entitled to any compensation for management of the Partnership's business.

7.04 **Expenses.** All reasonable expenses incurred by the General Partner in managing and conducting the Partnership's business, including, but not limited to overhead, administrative and travel expenses, and professional, technical, administrative, and other services, will be reimbursed by the Partnership.

SECTION 8.
Books and Records

8.01 **General.** The Partnership shall maintain adequate accounting books and records. The books and records will be kept on a basis consistent with past practices, and shall reflect all Partnership transactions and be appropriate and adequate for all Partnership business. The Partnership books shall be kept based on a fiscal year commencing on January 1 and ending December 31. The Partnership's records shall be maintained at the Partnership's principal place of business.

SECTION 9.
Banking

9.01 **Partnership Bank Accounts.** All Partnership funds will be deposited in its name in such accounts as the General Partner designates. All withdrawals shall be made upon checks signed by a party authorized by the General Partner.

SECTION 10.
Amendments and Modifications

10.01 **Amendments and Modifications.** This Agreement may be amended or modified only upon the unanimous consent of all of the Partners.

SECTION 11.
Dissolution

11.01 **Causes for Dissolution.** The Partnership shall be dissolved upon any of the following events:

A. The General Partner's withdrawal or adjudication of bankruptcy, or the occurrence of any other event causing dissolution of a Limited Partnership under the Act. However, if, within six (6) months from such General Partner's withdrawal, dissolution, or adjudication of bankruptcy, the other Partners elect to continue the Partnership, then the Partnership will continue under this Agreement.

B. Whenever the General Partner determines it to be in the best interest of the Partnership that it be dissolved.

11.02 **Upon Dissolution.** Upon its dissolution, the Partnership will terminate and immediately commence to wind up its affairs. The Partners shall continue to share in profits and losses during liquidation in the same manner and proportions as they did before dissolution. The Partnership's assets may be sold, if a price deemed reasonable by the General Partner may be obtained. The proceeds from liquidation of Partnership assets shall be applied as follows:

A. First, to the Partnership's debts and liabilities to persons other than Partners, which shall be paid and discharged in the order of priority as provided by law;

B. Second, to debts and liabilities, including the balance of unpaid guaranteed payments, if any, to Partners, which shall be paid and discharged in the order of priority as provided by law; and

C. Third, the remaining assets shall be distributed proportionately first, to the Limited Partner, second, to the General Partner, in the proportion in which net profits and net losses are allocated under Paragraph 6.01 above.

11.03 **Winding Up.** The winding up of Partnership affairs and the liquidation and distribution of its assets shall be conducted by the General Partner, who is hereby authorized to do any and all acts and things authorized by law in order to effect such liquidation and distribution of the Partnership's assets.

SECTION 12.
Miscellaneous

12.01 **Non-Waiver.** Any party's failure to seek redress for violation of or to insist upon the strict performance of any provision of this Agreement shall not be deemed a waiver and will not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

12.02 **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is invalid for any reason whatsoever, its invalidity will not affect the validity of the remainder of the Agreement.

12.03 **Good Faith.** The doing of any act or the failure to do any act by a Partner or the Partnership, the effect of which causes any loss or damage to the Partnership, will not subject such Partner or the Partnership to any liability, if done in good faith to promote the Partnership's best interests.

12.04 **Governing Law.** This Agreement is to be construed according to the laws of the State of Delaware.

12.05 **Other Business Activities.** Every Partner may also engage in whatever business activities he, she or it chooses without having or incurring any obligation to offer any interest in such activities to any party hereof.

12.06 **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

12.07 **Waiver of Partition.** Each of the parties waives during the term of the Partnership any right that it may have to maintain any action for partition with respect to the Partnership's property or assets.

12.08 **Binding Terms.** The terms of this Agreement are binding upon and inure to the benefit of the parties and, to the extent permitted by this Agreement, the administrators, legal representatives, successors and assigns of such party.

12.09 **Personal Property.** The interests of each Partner in the Partnership are personal property.

12.10 **Gender and Number.** Unless the context requires otherwise, the use of a pronoun includes the masculine and the neuter, and vice versa, and the use of the singular includes the plural, and vice versa.

(signature page follows)

IN WITNESS WHEREOF, the undersigned have executed this Limited Partnership Agreement, effective as of the date written above.

GENERAL PARTNER:

CAROLINAS JV HOLDINGS GENERAL, LLC

By: /s/ Timothy R. Parry
Timothy R. Parry, Secretary

LIMITED PARTNER:

HEALTH MANAGEMENT ASSOCIATES, INC.

By: /s/ Timothy R. Parry
Timothy R. Parry, Secretary

Exhibit 3.70

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:55 PM 12/16/2008
FILED 06:35 PM 12/16/2008
SRV 081202458 – 4634571 FILE

CERTIFICATE OF FORMATION

OF

CENTRAL FLORIDA HMA HOLDINGS, LLC

1. The name of the limited liability company is Central Florida HMA Holdings, LLC.

2. The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation of Central Florida HMA Holdings, LLC this 15th day of December, 2008.

/s/ Timothy R. Parry
Timothy R. Parry, Organizer
Health Management Associates, Inc.
5811 Pelican Bay Boulevard, Suite 500
Naples, Florida 34108

Exhibit 3.71

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

CENTRAL FLORIDA HMA HOLDINGS, LLC

January 27, 2014

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AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
OF
CENTRAL FLORIDA HMA HOLDINGS, LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by and between Health Management Associates, LP, a Delaware limited partnership, and HMA Hospitals Holdings, LP, a Delaware limited partnership (collectively referred to as "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Central Florida HMA Holdings, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its

good faith reliance on the provisions of this Agreement, and the provisions of this Agreement , to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or

hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in «Entity Name», LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

HEALTH MANAGEMENT ASSOCIATES, LP

By: Health Management General Partner, LLC
Its: General Partner

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary

HMA HOSPITALS HOLDINGS, LP

By: Health Management General Partner, LLC
Its: General Partner

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Health Management Associates, LP 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 99.00	99
HMA Hospitals Holdings, LP 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 1.00	1

Exhibit 3.72

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:56 PM 12/16/2008
FILED 06:37 PM 12/16/2008
SRV 081202464 – 4634573 FILE

CERTIFICATE OF FORMATION

OF

CENTRAL STATES HMA HOLDINGS, LLC

1. The name of the limited liability company is Central States HMA Holdings, LLC.

2. The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation of Central States HMA Holdings, LLC this 15th day of December, 2008.

/s/ Timothy R. Parry

Timothy R. Parry, Organizer
Health Management Associates, Inc.
5811 Pelican Bay Boulevard, Suite 500
Naples, Florida 34108

Exhibit 3.73

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

CENTRAL STATES HMA HOLDINGS, LLC

January 27, 2014

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AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
OF
CENTRAL STATES HMA HOLDINGS, LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by and between Health Management Associates, LP, a Delaware limited partnership, and HMA Hospitals Holdings, LP, a Delaware limited partnership (collectively referred to as "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Central States HMA Holdings, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its

good faith reliance on the provisions of this Agreement, and the provisions of this Agreement , to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or

hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in «Entity Name», LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

HEALTH MANAGEMENT ASSOCIATES, LP

By: Health Management General Partner, LLC
Its: General Partner

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary

HMA HOSPITALS HOLDINGS, LP

By: Health Management General Partner, LLC
Its: General Partner By:

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Health Management Associates, LP 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 99.00	99
HMA Hospitals Holdings, LP 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 1.00	1

Exhibit 3.76

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF INCORPORATION

TYPE OR PRINT CLEARLY IN BLACK INK

1. The name of the proposed corporation is Chester HMA, Inc.

2. The initial registered office of the corporation is c/o C T Corporation System, 75 Beattie Place
(Street Address)

Greenville	Greenville	South Carolina	29601
City	County	State	Zip Code

and the initial registered agent at such address is C T Corporation System
(Print Name)

I hereby consent to the appointment as registered agent of the corporation:
C T Corporation System

By: /s/ Barbara A. Burke
Agent's Signature
BARBARA A. BURKE
SPECIAL ASSISTANT SECRETARY

3. The corporation is authorized to issue shares of stock as follows. Complete "a" or "b", whichever is applicable:

a. ☒ The corporation is authorized to issue a single class of shares, the total number of shares authorized is 10,000.

b. ☐ The corporation is authorized to issue more that one class of shares:

Class of Shares	Authorized No. of Each Class

The relative right, preference, and limitations of the shares of each class, and of each series within a class, are as follows:
N/A

4. The existence of the corporation shall begin as of the filing date with the Secretary of State unless a delayed date is indicated (See Section 33-l-230(b) of the 1976 South Carolina Code of Laws, as amended)

Chester HMA, Inc.

Name of Corporation

5. The optional provisions, which the corporation elects to include in the articles of incorporation, are as follows (See the applicable provisions of Sections 33-2-102, 35-2-105, and 35-2-221 of the 1976 South Carolina Code of Laws, as amended).

6. The name, address, and signature of each incorporator is as follows (only one is required):

a. Timothy R. Parry
Name

5811 Pelican Bay Blvd. #500, Naples, FL 34108-2711
Address

/s/ Timothy R. Parry
Signature

b. _____
Name

_____
Address

_____
Signature

c. _____
Name

_____
Address

_____
Signature

7. I, Jay G. Anderson, an attorney licensed to practice in the state of South Carolina, certify that the corporation, to whose articles of incorporation this certificate is attached, has complied with the requirements of Chapter 2, Title 38 of the 1976 South Carolina Code of Laws, as amended, relating to the articles of incorporation.

Date May 24, 2004

/s/ Jay G. Anderson
Signature

Jay G. Anderson
Type or Print Name

2838 Devine Street Suite 103
Address

Columbia SC 29205

803-256-6227
Telephone Number

SOUTH CAROLINA
SECRETARY OF STATE

CONVERSION OF A CORPORATION
TO A LIMITED LIABILITY COMPANY

ARTICLES OF ORGANIZATION

The following corporation hereby converts to a limited liability company pursuant to the provisions of Section 33-11-111 and Section 33-11-112 of the 1976 South Carolina Code of Laws, as amended, by filing these articles of organization

1 The name of the limited liability company is Chester HMA, LLC

2 The initial agent for service of process is

CT Corporation System
75 Beattie Place
Greenville, South Carolina 29601

3 The former name of this limited liability company while a corporation was

Chester HMA, Inc

4 (a) The number of votes by the shareholders entitled to vote which were cast "for" the conversion was 10,000

(b) The number of votes by the shareholders entitled to vote which were cast "against" the conversion was 0

5 The address of the initial designated office is

5811 Pelican Bay Blvd. Suite 500
Naples. FL 34108

6 The name and mailing address of the organizer is

Timothy R Parry
5811 Pelican Bay Blvd, Suite 500
Naples, FL 34108

7 The Company shall have perpetual existence

8 The management of the Company shall be vested in the Company's members

9 No member of the Company shall be held liable for the Company's debts and obligations pursuant to § 33-44-303 (c) of the 1976 South Carolina Code of Laws, as amended

10 The conversion of Chester HMA, Inc to a limited liability company and the existence of the limited liability company will be effective when endorsed for filing by the South Carolina Secretary of State

[*Remainder of Page Intentionally Left Blank*]

Chester HMA, LLC
(Name of limited liability company)

11. The articles of incorporation of the corporation will be cancelled as of the effective date of this filing

12 The name and signature of the organizer is

Timothy R. Parry

/s/ Timothy R. Parry
(signature)

Date March 20, 2008

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

AMENDED ARTICLES OF ORGANIZATION

Pursuant to South Carolina Code of Laws Section 33 44 204(a) the undersigned limited liability company adopts the following Amended Articles of Organization

1 The name of the limited liability company is Chester HMA LLC

2 The date the Articles of Organization were filed is March 20 2008

3 The Articles of Organization are amended in the following respects of which all amended provisions may lawfully be included in the Articles of Organization

Article 8 of the Articles of Organization is hereby deleted and replaced in its entirety by

8 The management of the limited liability company shall be vested in a manager The name and address of the initial manager is

Hospital Management Associates Inc
5811 Pelican Bay Boulevard Suite 500
Naples, Florida 34108 2710

[Signature page to follow]

Dated October 20 2009

Carolinas JV Holdings LP sole member of Chester HMA LLC

By /s/ Timothy R Parry

Name Timothy R Parry

Title Senior Vice President and Secretary

Exhibit 3.77

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

CHESTER HMA, LLC

January 27, 2014

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GLOSSARY OF DEFINED TERMS

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
CHESTER HMA, LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014 (the "Effective Date"), by Carolinas JV Holdings, L.P., a Delaware limited partnership (the "Member").

WHEREAS, the Member desires to amend and restate the operating agreement (the "Prior Agreement") of Chester HMA, LLC (the "Company") in its entirety so that the business and affairs of the Company shall hereafter be governed by the terms of this Agreement, as it may be amended from time to time.

1. FORMATION.

1.1 Formation. The Company was previously formed pursuant to the provisions of the South Carolina Limited Liability Company Act ("Act"). This Agreement shall be effective as of the Effective Date, as set forth above. The Original Operating Agreement shall be superseded by this Agreement as of the Effective Date.

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Chester HMA, LLC.

2.2 Principal Office. The principal office of the Company shall be at 1703 Laurel Street, Columbia, South Carolina 29201, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of South Carolina is located at 1703 Laurel Street, Columbia, South Carolina 29201, County of Richland. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company commenced as of the date of the filing of a Articles of Organization with the South Carolina Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board"). Each individual director shall be a "manager" as defined under the Act.

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at each annual meeting of the Board to serve a one year term. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Member shall fill the vacancy. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of South Carolina. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such

director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them unless they violate the duty of care or the duty of loyalty set forth in Section 33-44-409 of the Act. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company, the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement , to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the Member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Section 33-44-601(7) of the Act with respect to the Member, the Company shall be dissolved. Upon the occurrence of the event set forth in Section 33-44-601(5)(iv) of the Act with respect to the Member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Chester HMA, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the articles of organization of the Company is filed with the office of the Secretary of State of the State of South Carolina pursuant to Section 33-44-805 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

[***The remainder of this page has been intentionally left blank***]

CAROLINAS JV HOLDINGS, L.P.

By: Carolinas JV Holdings General, LLC
Its: General Partner

By: /s/ Rachel A. Seifert

Name: Rachel A. Seifert

Title: Executive Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Carolinas JV Holdings, L.P. 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.78

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is CHHS Holdings, LLC .

- **Second:** The address of its registered office in the State of Delaware is 9 East Loockerman Street, Suite 1B in the City of Dover. The name of its Registered agent at such address is National Registered Agents, Inc. .

- **Third:** *(Use this paragraph only if the company is to have a specific effective date of dissolution.)* "The latest date on which the limited liability company is to dissolve is _____."

- **Fourth:** *(Insert any other matters the members determine to include herein.)*

In Witness Whereof, the undersigned have executed this Certificate of Formation of CHHS Holdings, LLC this 19 day of January, 2005.

BY: /s/ Robin Joi Keck
Authorized Person(s)

NAME: Robin Joi Keck, Organizer
Type or Print

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:05 PM 01/19/2005
FILED 07:05 PM 01/19/2005
SRV 050046662 – 3914324 FILE

Certificate of Amendment to Certificate of Formation

of

CHHS HOLDINGS, LLC

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the "limited liability company") is:

CHHS HOLDINGS, LLC

2. The certificate of formation of the limited liability company is hereby amended by striking out the statement relating to the limited liability company's registered agent and registered office and by substituting in lieu thereof the following new statement:

"The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808."

Executed on September 14, 2007

/s/ Rachel A. Seifert,
Name: Rachel A. Seifert
Title: Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:51 PM 09/26/2007
FILED 12:02 PM 09/26/2007
SRV 071054206 – 3914324 FILE

DE LL D-:CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION 01/98 (#3048)

Exhibit 3.88

Certificate of Conversion
For
"Other Business Entity"
Into
Florida Limited Liability Company

This Certificate of Conversion and attached Articles of Organization are submitted to convert the following **"Other Business Entity" into a Florida limited liability company** in accordance with s.608.439, Florida Statutes.

1. The Name of the "Other Business Entity" immediately prior to the filing of this Certificate of Conversion is:

Citrus HMA, Inc.

2. The "Other Business Entity" is a corporation, first incorporated under the laws of the State of Florida on September 2, 2003.

3. The name of the Florida limited liability company as set forth in the attached Articles of Organization:

Citrus HMA, LLC

4. This conversion shall be effective on the date this document is filed by the Florida Department of State.

Signed this 20th day of November, 2008.

Signature of Member or Authorized Representative of limited liability company:

Health Management Associates, Inc.
Member

By: /s/ Timothy R. Parry

Printed Name: Timothy R. Parry

Title: Senior Vice President and Secretary

Signature on behalf of Other Business Entity:

/s/ Timothy R. Parry

Printed Name: Timothy R. Parry

Title: Senior Vice President and Secretary

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I: name:

The name of the limited liability company is:

Citrus HMA, LLC

ARTICLE II: address:

The mailing address and street address of the principal office of the limited liability company is:

Principal Office Address:	**Mailing Address:**
5811 Pelican Bay Blvd., Suite 500	5811 Pelican Bay Blvd., Suite 500
Naples, FL 34108	Naples, FL 34108

ARTICLE III: Registered Agent, Registered Office & Registered Agent's Signature:

The name and the Florida street address of the registered agent are:

CT Corporation System

1200 South Pine Island Road

Plantation, FL 33324

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate. I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.

CT Corporation System

/s/ Connie Bryan

Registered Agent's Signature (REQUIRED)

ARTICLE IV: Manager(s) or Managing Member(s):

The name and address of each Manager or Managing Member is as follows:

Title:	**Name and Address:**
"MGR" = Manager "MGRM" = Managing Member	
MGR	Hospital Management Associates, Inc. 5811 Pelican Bay Blvd., Suite 500 Naples, FL 34108

ARTICLE V: Effective on the date this document is filed by the Florida Department of State.

REQUIRED SIGNATURE:

By: /s/ Timothy R. Parry

(In accordance with Section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Timothy R. Parry, Senior Vice President of Hospital Management Associates, Inc., Manager

Exhibit 3.89

AMENDED AND RESTATED

OPERATING AGREEMENT

OF

CITRUS HMA, LLC

January 27, 2014

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AMENDED AND RESTATED OPERATING AGREEMENT
OF
CITRUS HMA, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Central Florida HMA Holdings, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of Chapter 605, Florida Statutes, the Florida Revised Limited Liability Company Act ("Act"), and all amendments thereto

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Citrus HMA, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Florida is located at 1201 Hays Street, Tallahassee, Florida 32301. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Articles of Organization with the Florida Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc., an affiliated company, on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF MANAGERS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Managers ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual managers, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three managers, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, managers shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of managers shall not shorten an incumbent manager's term. Each manager shall hold office until such manager resigns or is removed. Despite the expiration of a manager's term, such manager shall continue to serve until the manager's successor is elected and qualifies, until there is a decrease in the number of managers or the manager is removed.

10.3 Resignation of Managers. A manager may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Managers by Member. A manager shall be removed by the Member only at a meeting called for the purpose of removing such manager and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the manager. The Member may remove one or more managers with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of managers, the Board shall fill the vacancy, and if the managers remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the managers remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new manager may not take office until the vacancy occurs.

10.6 Compensation of Managers. Managers on the Board shall not be entitled to receive a fee for the manager's services as a manager on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Florida. The Board may permit any or all managers to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all managers participating may simultaneously hear each other during the meeting. A manager participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the managers having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all managers entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of managers fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of managers present shall constitute an act of the Board. A manager who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the manager objects at the beginning of the meeting, or promptly upon the manager' s arrival, to holding the meeting or transacting business at the meeting or (ii) the manager's dissent or abstention from the action taken is entered in the minutes of the meeting or the manager delivers written notice of the manager's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a manager who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Florida limited liability company and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and

deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF MANAGERS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The managers and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such manager's or officer's status as a manager or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Florida limited liability company of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a manager or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such manager or officer acting under this Agreement shall not be liable to the Company, the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a manager or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such manager or officer; provided, however, that the foregoing shall not be interpreted or

construed so as to eliminate or restrict any fiduciary duty, including, but not limited to, the duties of loyalty, care, good faith and fair dealing, in such a manner as to be contrary to the provisions of Section 605.0105 of the Act.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each manager or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a manager or officer of the Company, or is or was serving at the request of the Company as a manager, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that (i) the manager or officer has met the standard of conduct described in Section 12.1, and (ii) indemnification under this paragraph does not violate the provisions of Section 605.0105 A manager or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the manager or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a manager or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The manager or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The manager or officer furnishes the Company a written undertaking, executed personally or on the manager's or officer's behalf, to repay the advance if it is ultimately determined that the manager or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the manager or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested

managers or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a manager or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a manager or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The managers and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, managers, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a manager, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a manager or such manager's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Dissociation of Member. Upon the occurrence of any of the events set forth in Section 605.0602 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Citrus HMA, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and articles of dissolution are filed with the office of the Secretary of State of the State of Florida pursuant to Section 605.0707 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

CENTRAL FLORIDA HMA HOLDINGS, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Central Florida HMA Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.90

Business ID: 938727
Date Filed: 09/25/2008 12:00 PM
C. Delbert Hosemann, Jr.
Secretary of State

F0100

OFFICE OF THE SECRETARY OF STATE
P O BOX 136, JACKSON, MS 39205-0136
(601)359-1633

Mississippi LLC Certificate of Formation

The undersigned hereby executes the following document and sets forth:
(fields marked with an asterisks are required)

1. Name of the Limited Liability Company: (The name must include the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")

⇨* Clarksdale HMA, LLC

2. The future effective date is (Complete If Applicable)

3. Federal Tax ID if available (Do not put Social Security Number in the box)

⇨ 64-0869163

4. Name and Street Address of the Registered Agent and Registered Office is (must be in Mississippi)

⇨ *Name: C T Corporation System

⇨ *Physical Address: 645 Lakeland East Drive, Suite 101

⇨ P.O. Box:

*City: Flowood | MS | 39232
* State * Zip4 – Zip 5

5. If the Limited Liability Company is to have a specific date of dissolution, the latest date upon which the Limited Liability Company is to dissolve is

⇨

6. Is full or partial management of the Limited Liability Company vested in a manager or managers? (Mark Appropriate box)

⇨* ☒ Yes ☐ No

7. Other matters the managers or members elect to include: (Attach additional pages if necessary)

⇨

⇨

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Rev. 02/08

1 of 2

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OFFICE OF THE SECRETARY OF STATE
P O BOX 136, JACKSON, MS 39205-0136
(601)359-1633

Certificate of Formation

8. Signatures: This certificate must be signed by at least one member, manager, or organizer. (If signed by "manager" box 6 on page one 1 should be marked "yes".) The name, title, and address of each signer should be included in the spaces indicated. This page may be duplicated for additional signatures.

* Printed Name: Timothy R. Parry

* Title: Sr. Vice President

* By: Signature: [signature] (please keep writing within blocks)

Street and Mailing Address

⇨ * Physical Address: 5811 Pelican Bay Blvd., Suite 500

⇨ * P. O. Box:

⇨ * City: Naples | State: FL | Zip4 – Zip5: 34108

Printed Name: | Title:

By: Signature: (please keep writing within blocks)

Street and Mailing Address

⇨ Physical Address:

⇨ P. O. Box:

⇨ City: | State: | Zip4 – Zip 5:

Rev. 02/08

2 of 2

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Business ID: 938727
Date Filed: 10/09/2008 05:00 PM
C. Delbert Hosemann, Jr.
Secretary of State

F0102 - Page 1 of 2

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Certificate of Merger

The undersigned Limited Liability Companies, pursuant to Senate Bill 2395, Chapter 402, Laws of 1994, hereby execute the following Certificate of Merger and set forth:

1. The names and jurisdiction of formation or organization of the Limited Liability Companies

Clarksdale HMA, LLC, a Delaware limited liability company (Non-Survivor)

Clarksdale HMA, LLC, a Mississippi limited liability company (Survivor)

2. The plan or agreement of merger has been approved and executed by each party to the merger

3. The name of the surviving Limited Liability Company

Clarksdale HMA, LLC

4. The future effective date is (Complete if applicable)

5. The plan or agreement of merger is attached.

6. The Secretary of State of Mississippi is appointed the registered agent of this Limited Liability Company for service process in a proceeding to enforce any obligation of each domestic Limited Liability Company party to the merger. (Applicable only if the surviving organization is a Foreign Limited Liability Company.)

Name of Limited Liability Company: Clarksdale HMA, LLC (DE LLC)

By: Signature: By: Hospital Management Associates, Inc., Manager

(Please keep writing within blocks)

Printed Name: Timothy R. Parry

Title: Sr. Vice President

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Rev. 01/96

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Merger

Street and Mailing Address

Physical Address	5811 Pelican Bay Blvd., Suite 500
P.O. Box	
City, State, ZIP5, ZIP4	Naples FL 34108 - 2710
Name of Limited Liability Company	Clarksdale HMA, LLC (MS LLC)
By: Signature	By: Hospital Management Associates, Inc., Manager (Please keep writing within blocks)
Printed Name	Timothy R. Parry
Title	Sr. Vice President

Street and Mailing Address

Physical Address	5811 Pelican Bay Blvd., Suite 500
P.O. Box	
City, State, ZIP5, ZIP4	Naples FL 34108 - 2710

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Rev. 01/96

PLAN OF MERGER
BETWEEN
CLARKSDALE HMA, LLC
(A DELAWARE LIMITED LIABILITY COMPANY)
AND
CLARKSDALE HMA, LLC
(A MISSISSIPPI LIMITED LIABILITY COMPANY)

This Plan and Agreement of Merger, dated this 7th day of October, 2008, is made pursuant to Section 79-29-209 of the Mississippi Limited Liability Company Act, between **Clarksdale HMA, LLC**, a Delaware limited liability company and **Clarksdale HMA, LLC**, a Mississippi limited liability company.

WITNESSETH that:

WHEREAS, Clarksdale HMA, LLC is a limited liability company organized and existing under the laws of the State of Delaware, its Certificate of Formation having been filed in the Office of the Delaware Secretary of State on October 6, 2008 (together with a Certificate of Conversion of Clarksdale HMA, Inc., converting such corporation to a limited liability company, Clarksdale HMA, LLC); and

WHEREAS, Clarksdale HMA, LLC is a Limited liability company organized and existing under the laws of the State of Mississippi, its Certificate of Formation having been filed in the Office of the Mississippi Secretary of State on September 25, 2008; and

WHEREAS, the Sole Member of each constituent limited liability company deems it advisable that Clarksdale HMA, LLC, a Delaware limited liability company, be merged into Clarksdale HMA, LLC, a Mississippi limited liability company, on the terms and conditions hereinafter set forth, in accordance with the applicable statutes of Delaware and Mississippi;

NOW, THEREFORE, the limited liability companies, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

ARTICLE ONE

Pursuant to the provisions of the laws of the states of Delaware and Mississippi, Clarksdale HMA, LLC, a Delaware limited liability company, hereby merges into Clarksdale HMA, LLC, a Mississippi limited liability company, which shall be the surviving limited liability company.

ARTICLE TWO

The Certificate of Formation of Clarksdale HMA, LLC, a Mississippi limited liability company, as heretofore amended, is in effect on the date of the merger provided for in this Agreement and shall continue in full force and effect as the Certificate of Formation of the limited liability company surviving this merger.

ARTICLE THREE

The authorized ownership of each limited liability company which is a party to the merger is as follows:

(a) Health Management Associates, Inc., a Delaware corporation, is the Sole Member of Clarksdale HMA, LLC, a Delaware limited liability company, and owns one thousand (1,000) ownership units representing a 100% ownership interest in Clarksdale HMA, LLC, a Delaware limited liability company. The number of such ownership units is not subject to change prior to the effective date of the merger.

(b) Health Management Associates, Inc., a Delaware corporation, is the Sole Member of Clarksdale HMA, LLC, a Mississippi limited liability company, and owns one hundred (100) ownership units representing a 100% ownership interest in Clarksdale HMA, LLC, a Mississippi limited liability company. The number of such ownership units is not subject to change prior to the effective date of the merger.

ARTICLE FOUR

The manner of converting the ownership units of each constituent limited liability company into units or other securities of the surviving limited liability company shall be as follows:

(a) The one hundred (100) ownership units of Clarksdale HMA, LLC, a Mississippi limited liability company, which shall be issued and outstanding immediately prior to the effective date of this Agreement, shall remain issued and outstanding.

(b) The one thousand (1,000) ownership units of Clarksdale HMA, LLC, a Delaware limited liability company, outstanding immediately prior to the effective date of the merger shall be automatically cancelled and extinguished and converted into and become the right to receive one hundred (100) ownership units of Clarksdale HMA, LLC, a Mississippi limited liability company.

ARTICLE FIVE

The terms and conditions of the merger are as follows:

(a) The limited liability company agreement of Clarksdale HMA, LLC, a Mississippi limited liability company, as it shall exist on the effective date of this Agreement shall be and remain the limited liability company agreement of the surviving limited liability company until the same shall be altered, amended and repealed as therein provided.

(b) The officers of Clarksdale HMA, LLC, a Mississippi limited liability company, shall continue in office until the Manager of Clarksdale HMA, LLC, a Mississippi limited liability company, shall elect new officers.

(c) This merger shall become effective upon filing with the Secretary of State of Mississippi.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged limited liability company shall be transferred to, vested in and devolve upon the surviving limited liability company without further act or deed and all property, rights, and every other interest of the surviving limited liability company and the merged limited liability company shall be as effectively the property of the surviving limited liability company as they were of the surviving limited liability company and the merged limited liability company respectively. The merged limited liability company hereby agrees from time to time, as and when requested by the surviving limited liability company or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving limited liability company may deem to be necessary or desirable in order to vest in and confirm to the surviving limited liability company title to and possession of any property of the merged limited liability company acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers of the merged limited liability company and the proper officers of the surviving limited liability company are fully authorized in the name of the merged limited liability company or otherwise to take any and all such action.

****

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their Sole Member have caused these presents to be executed by the Senior Vice President of each party hereto as the respective act, deed and agreement of said limited liability company on this 7th day of OCTOBER, 2008.

CLARKSDALE HMA, LLC
(a Delaware limited liability company)

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

CLARKSDALE HMA, LLC
(a Mississippi limited liability company)

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

Exhibit 3.91

SECOND AMENDED AND RESTATED

OPERATING AGREEMENT

OF

CLARKSDALE HMA, LLC

January 27, 2014

GLOSSARY OF DEFINED TERMS

Defined Terms	*Section*
Act	1.1
Affiliate	13.
Agreement	Preamble
Board	10.1
Chairman	10.11
Company	1.1
Liability	12.2
Member	Preamble
Units	4.1

AMENDED AND RESTATED
OPERATING AGREEMENT
OF
CLARKSDALE HMA, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Mississippi HMA Holdings II, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member has formed a limited liability company (the "Company") pursuant to the provisions of applicable Mississippi law, which limited liability company is governed pursuant to the provisions of the Mississippi Revised Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Clarksdale HMA, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Mississippi is located at Mirror Lake Plaza, 2829 Lakeland Drive, Suite 1502, Flowood, Mississippi 39232, Rankin County. The registered agent of the Company for service of process at such address is CSC of Rankin County, Inc. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Mississippi Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.l, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board"). Each director shall have all of the powers, rights, duties, and responsibilities of a "manager" under the Act.

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Member from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash, and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Member shall fill the vacancy. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Mississippi. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.12 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Mississippi corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice

President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Mississippi corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Mississippi corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant ***Treasurers and Assistant Secretaries***.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith and with fair dealing, with the care an ordinarily prudent person in a like position would exercise

under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement , to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2 **Indemnification.**

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 79-29-313(3) or 79-29-709 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Clarksdale HMA, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of dissolution of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Mississippi pursuant to Section 79-29-205 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

***16.1* Amendment.**

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Mississippi without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

MISSISSIPPI HMA HOLDINGS II, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Mississippi HMA Holdings II, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.92

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:48 PM 06/13/2012
FILED 02:38 PM 06/13/2012
SRV 120734990 - 5169339 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

First: The name of the limited liability company is Ohio Valley Holdings, LLC

Second: The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington. Zip code 19808. The name of its Registered agent at such address is Corporation Service Company

Third: (Use this paragraph only if the company is to have a specific effective date of dissolution: "The latest date on which the limited liability company is to dissolve is .")

Fourth: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation this 13th day of June, 2012.

By: /s/ Gini Dunn
Authorized Person (s)

Name: Gini Dunn

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:37 PM 01/15/2013
FILED 05:25 PM 01/15/2013
SRV 130053029 - 5169339 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: Ohio Valley Holdings, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows: First: The name of the limited liability company is Clarksville Holdings II, LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 14th day of January, A.D. 2013.

By: /s/ Robin Keck
Authorized Person(s)

Name: Robin Keck
Print or Type

Exhibit 3.93

FIRST AMENDMENT
TO THE
LIMITED LIABILITY COMPANY AGREEMENT
OF
OHIO VALLEY HOLDINGS, LLC

This First Amendment to the Limited Liability Company Agreement of Ohio Valley Holdings, LLC ("Amendment") is made and entered into as of January 15, 2013, by Community Health Investment Company, LLC, a Delaware limited liability company ("Member").

WHEREAS, the Member desires to amend that certain Limited Liability Company Agreement dated June 13, 2012 (the "Operating Agreement").

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member hereby agrees as follows:

RESOLVED, that the Operating Agreement is hereby amended by deleting Section 2.1 in its entirety and inserting in lieu thereof the following:

2.1 Name. The name of the Company shall be **Clarksville Holdings II, LLC**;

FURTHER RESOLVED, that Exhibit A attached to this Amendment shall replace Exhibit A to the Operating Agreement.

FURTHER RESOLVED, except as set forth in this Amendment, the terms and provisions of the Operating Agreement are hereby ratified and declared to be in full force and effect. This Amendment shall be governed by the provisions of the Operating Agreement; provided, however, to the extent that the terms of this Amendment and Operating Agreement conflict, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the day and year first above set forth.

COMMUNITY HEALTH INVESTMENT COMPANY, LLC

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

Exhibit A

List of Members as of January 15, 2013

See Attached.

Exhibit A

Name and Address of Member	Number of Units
River Region Medical Corporation 4000 Meridian Blvd. Franklin, Tennessee 37067	100

LIMITED LIABILITY COMPANY AGREEMENT

OF

OHIO VALLEY HOLDINGS, LLC

June 13, 2012

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LIMITED LIABILITY COMPANY AGREEMENT
OF
OHIO VALLEY HOLDINGS, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 13th day of June, 2012, by Community Health Investment Company, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Ohio Valley Holdings, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1. the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year,

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board, Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the

Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in. the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or

omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units. (a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Centre HBP Services, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

COMMUNITY HEALTH INVESTMENT COMPANY, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Community Health Investment Company, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.95

FIRST AMENDMENT
TO THE
LIMITED LIABILITY COMPANY AGREEMENT
OF
CLARKSVILLE HOLDINGS, LLC

This First Amendment to the Limited Liability Company Agreement of Clarksville Holdings, LLC ("Amendment") is made and entered into as of January 31, 2013, by River Region Medical Corporation, a Mississippi corporation ("Member").

WHEREAS, the Member desires to amend that certain Limited Liability Company Agreement dated August 11, 2005 (the "Operating Agreement"),

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member hereby agrees as follows:

RESOLVED, that the Member of the Company shall be Clarksville Holdings II, LLC, a Delaware limited liability company.

FURTHER RESOLVED, except as set forth in this Amendment, the terms and provisions of the Operating Agreement are hereby ratified and declared to be in full force and effect. This Amendment shall be governed by the provisions of the Operating Agreement; provided, however, to the extent that the terms of this Amendment and Operating Agreement conflict, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the day and year first above set forth.

RIVER REGIONAL MEDICAL CORPORATION

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

LIMITED LIABILITY COMPANY AGREEMENT
OF
CLARKSVILLE HOLDINGS, LLC

The undersigned hereby executes this Limited Liability Company Agreement (this "LLC Agreement") as the sole member (the "Member") of Clarksville Holdings, LLC (the "Company"), a Delaware limited liability company formed on August 11, 2005 pursuant to the provisions of the Delaware Limited Liability Company Act (the "Act").

The name of the Company shall be Clarksville Holdings, LLC. The Company may adopt and conduct its business under such assumed or trade names as the Members may from time to time determine. The Company shall file any assumed or fictitious name certificates as may be required to conduct business in any state.

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of the Company and the Member's rights and obligations with respect thereto.

NOW, THEREFORE, the Member hereby agrees as follows:

1. Purpose. The Company may engage in any lawful business permitted by the Act, including without limitation, acquiring, constructing, developing, owning, operating, selling, leasing, financing and otherwise dealing with real property and healthcare businesses.

2. Contributions. The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

3. Registered Office and Agent. The address of the registered and principal office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 and the name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

4. Term. The term of the Company shall be perpetual.

5. Return of Contributions. Prior to the dissolution of the Company, no Member shall have the right to receive any distributions of or return of its capital contribution.

6. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

7. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

8. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

9. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. Rebecca Hurley is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file any amendments and/or restatements to the Certificate of Formation of the Company and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as officers and/or managers (in the capacity set forth after their names), each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Burke W. Whitman	Executive Vice President
Rebecca Hurley	Senior Vice President, General Counsel & Secretary
Thomas H. Frazier, Jr.	Senior Vice President
W. Stephen Love	Senior Vice President and Controller
Rosland F. McLeod	Vice President and Assistant Secretary
Robert P. Frutiger	Vice President

The officers and managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Admission of Substitute Member. A person who acquires the Member's limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

12. Liability of Member, Directors and Officers. Neither the Member nor any director or officer of the Company shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

13. Indemnification. The Company shall indemnify and hold harmless each director and officer of the Company and the Member and its partners, stockholders, officers, directors, managers, employees, agents and representatives and the partners, stockholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

14. Amendment. This Agreement may be amended from time to time with the consent of the Member.

15. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

16. Prior Agreements. This Agreement supersedes any prior limited liability company agreement applicable to the Company.

The Member hereby agrees that all other terms of the Company shall be controlled and interpreted in accordance with the Act.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement to be effective as of the date of formation of the Company as referenced above.

MEMBER:

QUORUM HEALTH GROUP OF VICKSBURG, INC.

By: /s/ Rebecca Hurley
Name: Rebecca Hurley
Title: Senior Vice President

Exhibit 3.104

ARTICLES OF ORGANIZATION
(LIMITED LIABILITY COMPANY)

(For use on or after 7/1/2006)

For Office Use Only

The Articles of Organization presented herein are adopted in accordance with the provisions of the Tennessee Revised Limited Liability Company Act.

1. The name of the Limited Liability Company is: Cocke County HMA, LLC

   (NOTE: Pursuant to the provisions of TCA §48-249-106, each limited Liability Company name must contain the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")

2. The name and complete address of the Limited Liability Company's initial registered agent and office located in the state of Tennessee is:

   CT Corporation System
   (Name)

   800 S. Gay Street, Suite 2021 | Knoxville | TN 37929
   (Street address) | *(City)* | *(State/Zip Code)*

   Knox
   (County)

3. The Limited Liability Company will be: ***(NOTE: PLEASE MARK APPLICABLE BOX)***
   ☐ Member Managed ☒ Manager Managed ☐ Director Managed

4. Number of Members at the date of filing, if more than six (6): _____.

5. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is: (Not to exceed 90 days)
   Date: _____, _____ Time: _____

6. The complete address of the Limited Liability Company's principal executive office is:

   5811 Pelican Bay Blvd, Suite 500 | Naples | FL 34108
   (Street Address) | *(City)* | *(State/County/Zip Code)*

7. Period of Duration if not perpetual: _____

8. Other Provisions:

9. THIS COMPANY IS A NONPROFIT LIMITED LIABILITY COMPANY (Check if applicable) ☐

June 8, 2011
Signature Date

/s/ Timothy R. Parry
Signature

Organizer
Signer's Capacity (if other than individual capacity)

Timothy R. Parry
Name (printed or typed)

SS-4270 (Rev. 05/06) Filing Fee: $50 per member (minimum fee = $300, maximum fee = $3,000 RDA 2458

Exhibit 3.105

AMENDED AND RESTATED OPERATING AGREEMENT

OF

COCKE COUNTY HMA, LLC

January 27, 2014

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AMENDED AND RESTATED OPERATING AGREEMENT
OF
COCKE COUNTY HMA, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Knoxville HMA Holdings, LLC, a Tennessee limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member has formed a limited liability company (the "Company") pursuant to the provisions of the Tennessee Revised Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Cocke County HMA, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Tennessee is located at c/o Community Health Systems, Inc., 4000 Meridian Boulevard, Franklin, Tennessee 37067, Williamson County. The registered agent of the Company for service of process at such address is Benjamin C. Fordham. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of Articles of Organization with the Tennessee Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.l, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board"). Each director shall have all of the powers, rights, duties, and responsibilities of a "manager" under the Act.

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash, and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Member shall fill the vacancy. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Tennessee. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.12 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Tennessee corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice

President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Tennessee corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Tennessee corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care and ordinarily prudent person in a like position would exercise under similar

circumstances and, in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company, the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement , to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2 Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 48-249-503(a)(7) – (a)(12) of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Cocke County HMA, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and articles of termination of the articles of organization of the Company are filed with the office of the Secretary of State of the State of Tennessee pursuant to Section 48-249-612 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

KNOXVILLE HMA HOLDINGS, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Knoxville HMA Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.114

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:50 AM 12/28/2007
FILED 09:50 AM 12/28/2007
SRV 071369487 – 2066922 FILE

CERTIFICATE OF CONVERSION

CONVERTING

COMMUNITY HEALTH INVESTMENT CORPORATION
(A Delaware Corporation)

TO

COMMUNITY HEALTH INVESTMENT COMPANY, LLC
(A Delaware Limited Liability Company)

This Certificate of Conversion is being filed for the purpose of converting Community Health Investment Corporation, a Delaware corporation (the "Converting Corporation"), to a Delaware limited liability company to be named "Community Health Investment Company, LLC" (the "Company") pursuant to Section 18-214 of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101 et seq. (the "Delaware LLC Act").

The undersigned, as an authorized person of the Converting Corporation and the Company, does hereby certify as follows:

1. Name of Converting Corporation. The name of the Converting Corporation immediately prior to the filing of this Certificate of Conversion, was "Community Health Investment Corporation".

2. Date and Jurisdiction of Incorporation of Converting Corporation. The date on which, and the jurisdiction where, the Converting Corporation was incorporated, which jurisdiction has not changed, are as follows:

Date	Jurisdiction
July 19, 1985	Delaware

3. Name of Converted Limited Liability Company. The name of the Delaware limited liability company to which the Converting Corporation has been converted and the name set forth in the Certificate of Formation of the Company filed in accordance with Section 18-214(b) of the Delaware LLC Act is "Community Health Investment Company, LLC".

4. Effective Time. This Certificate of Conversion shall be effective at 11:50 p.m. on December 31, 2007.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Conversion as of December 27, 2007.

/s/ Rachel A. Seifert

Name: Rachel A. Seifert
Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:50 AM 12/28/2007
FILED 09:50 AM 12/28/2007
SRV 071369487 – 2066922 FILE

CERTIFICATE OF FORMATION

OF

COMMUNITY HEALTH INVESTMENT COMPANY, LLC

This Certificate of Formation is being filed pursuant to Section 18-214(b) of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101 et seq., in connection with the conversion of Community Health Investment Corporation, a Delaware corporation, to a Delaware limited liability company.

The undersigned, being duly authorized to execute and file this Certificate of Formation, does hereby certify as follows:

1. Name. The name of the limited liability company is Community Health Investment Company, LLC (the "Company").

2. Registered Office and Registered Agent. The Company's registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE (New Castle County) 19808. The registered agent of the Company for service of process at such address is Corporation Service Company.

3. Effective Time. This Certificate of Formation shall become effective at 11:50 p.m. on December 31, 2007.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Formation as of December 27, 2007.

/s/ Rachel A. Seifert

Name: Rachel A. Seifert
Authorized Person

Exhibit 3.143

FIRST AMENDMENT
TO THE
LIMITED LIABILITY COMPANY AGREEMENT
OF
DHSC, LLC

This First Amendment (the "Amendment") to the Limited Liability Company Agreement of DHSC, LLC (the "Company"), entered into effective as of May 19, 2005 (the "LLC Agreement"), is made and entered into as of February 27, 2013, by Massillon Community Health System, LLC, a Delaware limited liability company (the "Member").

WHEREAS, it has come to the attention of the Member that, due to a scrivener's error in the LLC Agreement, the sole member of the Company, which was intended to be Massillon Community Health System, LLC, is incorrectly identified in the LLC Agreement as Massillon Health System, LLC; and

WHEREAS, in all respects, Massillon Community Health System, LLC has acted as the sole member of the Company since May 19, 2005; and

WHEREAS, the Member desires to amend the LLC Agreement to correct the scrivener's error; and

WHEREAS, the Member believes that it is in the best interest of the Company to amend the LLC Agreement as set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Member, intending to be legally bound, hereby agrees as follows:

1. The name of the sole member of the Company is Massillon Community Health System, LLC.

2. All lawful actions previously taken by Massillon Community Health System, LLC on behalf of the Company, which actions would have been authorized pursuant to the LLC Agreement except that such action occurred prior to the date hereof, are hereby approved, ratified and confirmed in all respects as the act and deed of the Company.

3. Except as set forth in this Amendment, the terms and provisions of the LLC Agreement are hereby ratified and declared to be in full force and effect. This Amendment shall be governed by the provisions of the LLC Agreement; provided, however, to the extent that the terms of this Amendment and LLC Agreement conflict, the terms of this Amendment shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the day and year first above set forth.

MEMBER:

MASSILLON COMMUNITY HEALTH SYSTEM, LLC

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

Acknowledged this 27th day of February, 2013:

MASSILLON HEALTH SYSTEM, LLC

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

LIMITED LIABILITY COMPANY AGREEMENT
OF
DHSC, LLC

The undersigned hereby executes this Limited Liability Company Agreement (this "LLC Agreement") as the sole member (the "Member") of DHSC, LLC (the "Company"), a Delaware limited liability company formed on May 19, 2005 pursuant to the provisions of the Delaware Limited Liability Company Act (the "Act").

The name of the Company shall be DHSC, LLC. The Company may adopt and conduct its business under such assumed or trade names as the Members may from time to time determine. The Company shall file any assumed or fictitious name certificates as may be required to conduct business in any state.

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of the Company, and the Member's rights and obligations with respect thereto.

NOW, THEREFORE, the Member hereby agrees as follows:

1. Purpose. The Company may engage in any lawful business permitted by the Act, including without limitation, acquiring, constructing, developing, owning, operating, selling, leasing, financing and otherwise dealing with real property and healthcare businesses.

2. Contributions. The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

3. Registered Office and Agent. The address of the registered and principal office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 and the name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

4. Term. The term of the Company shall be perpetual.

5. Return of Contributions. Prior to the dissolution of the Company, no Member shall have the right to receive any distributions of or return of its capital contribution.

6. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

7. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

8. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

9. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. Rebecca Hurley is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file any amendments and/or restatements to the Certificate of Formation of the Company and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to quality to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as officers and/or managers (in the capacity set forth after their names), each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Rebecca Hurley	Senior Vice President, General Counsel & Secretary
Thomas H. Frazier, Jr.	Senior Vice President
W. Stephen Love	Senior Vice President and Controller
Joe Johnson	Vice President and Assistant Secretary
Robert P. Frutiger	Vice President

The officers and managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Admission of Substitute Member. A person who acquires the Member's limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

12. Liability of Member, Directors and Officers. Neither the Member nor any director or officer of the Company shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

13. Indemnification. The Company shall indemnify and hold harmless each director and officer of the Company and the Member and its partners, stockholders, officers, directors, managers, employees, agents and representatives and the partners, stockholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

14. Amendment. This Agreement may be amended from time to time with the consent of the Member.

15. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

16. Prior Agreements. This Agreement supersedes any prior limited liability company agreement applicable to the Company.

The Member hereby agrees that all other terms of the Company shall be controlled and interpreted in accordance with the Act.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement to be effective as of the date of formation of the Company as referenced above.

MEMBER:

Massillon Health System, LLC

By: /s/ Rebecca Hurley
Name: Rebecca Hurley
Title: Senior Vice President

Exhibit 3.154

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:55 PM 12/16/2008
FILED 06:33 PM 12/16/2008
SRV 081202448 – 4634568 FILE

CERTIFICATE OF FORMATION

OF

FLORIDA HMA HOLDINGS, LLC

1. The name of the limited liability company is Florida HMA Holdings, LLC.

2. The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation of Florida HMA Holdings, LLC this 15th day of December, 2008.

/s/ Timothy R. Parry
Timothy R. Parry, Organizer
Health Management Associates, Inc.
5811 Pelican Bay Boulevard, Suite 500
Naples, Florida 34108

Exhibit 3.155

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

FLORIDA HMA HOLDINGS, LLC

January 27, 2014

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AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
OF
FLORIDA HMA HOLDINGS, LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by and between Health Management Associates, LP, a Delaware limited partnership, and HMA Hospitals Holdings, LP, a Delaware limited partnership (collectively referred to as "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Florida HMA Holdings, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.12 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its

good faith reliance on the provisions of this Agreement, and the provisions of this Agreement , to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or

hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in «Entity Name», LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

HEALTH MANAGEMENT ASSOCIATES, LP

By: Health Management General Partner, LLC
Its: General Partner

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

HMA HOSPITALS HOLDINGS, LP

By: Health Management General Partner, LLC
Its: General Partner

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

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Health Management Associates, LP 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 99.00	99
HMA Hospitals Holdings, LP 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 1.00	1

Arkansas Secretary of State

Charlie Daniels

State Capitol · 501-682-3409

Business & Commercial Services, 250 Victory Building

Document Number: 11869030005

FORT SMITH HMA, LLC

ARTICLES OF ORGANIZATION

FILED:09/28/09, #Pages:1

Instructions: File with the Secretary of State's Business and Commercial Services Arkansas 72201-1094. A copy will be returned after filing has been completed.

PLEASE TYPE OR CLEARLY PRINT IN INK

Arkansas Secretary of State
Business Services Division

ARTICLES OF ORGANIZATION

The undersigned authorized manager or member or person forming this Limited Liability Company under the Small Business Entity Tax Pass Through Act, Act 1003 of 1993, adopts the following Articles of Organization of such Limited Liability Company:

First: The Name of the Limited Liability Company is:

Fort Smith HMA, LLC

Must contain the words "Limited Liability Company," "Limited Company," or the abbreviation "L.L.C.," "L.C.," "LLC," or "LC." The word "Limited" may be abbreviated as "Ltd.," and the word "Company" may be abbreviated as "Co." Companies which perform Professional Service MUST additionally contain the words "Professional Limited Liability Company," "Professional Limited Company," or the abbreviations "P.L.L.C.," "P.L.C.," "PLLC," or "PLC" and may not contain the name of a person who is not a member except that of a deceased member. The word "Limited" may be abbreviated as "Ltd." and the word "Company" may be abbreviated as "Co."

Second: Address of principal place of business of the Limited Liability Company (which may be, but need not be, the place of business) shall be:

5811 Pelican Bay Boulevard, Suite 500

Naples, FL 34108

Third: The name of the registered agent and the physical registered office address of said agent shall be:

The Corporation Company, 124 West Capitol Avenue, Suite 1900, Little Rock, AR 72201

(a) Acknowledgment and acceptance of appointment MUST be signed. I hereby acknowledge and accept the appointment of registered agent for and on behalf of the above named Limited Liability Company.

Madonna Cuddihy
Special Assistant Secretary

Please sign here

Fourth: If the management of this company is vested in a manager or managers, a statement to that effect must be included in the space provided or by attachment:

The management of this company is vested in a manager.

Please type or print clearly in ink the name of the person(s) authorized to execute this document.

Timothy R. Parry

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Signature of authorized manager, member, or person forming this Company:

Timothy R. Parry

Filing Fee $50.00 payable to Arkansas Secretary of State

LL-01 Rev. 4/06

AR030 - 04/25/2008 C T System Online

Exhibit 3.165

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

FORT SMITH HMA, LLC

January 27, 2014

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AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT
OF
FORT SMITH HMA, LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Mississippi HMA Holdings I, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 ***Formation***. The Member hereby agrees to continue the Company as a limited liability company under and pursuant to the provisions of the Arkansas Small Business Entity Tax Pass Through Act, Ark. Code Ann. § 4-31-101, et seq., as amended from time to time, or any corresponding provisions of succeeding law (the "Act") and to operate the Company upon the terms and conditions set forth in this Agreement. The rights and liabilities of the Members shall be as provided under the Act, the Articles of Organization, and this Operating Agreement.

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Fort Smith HMA, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Arkansas is located at 124 West Capital, Suite 1900, Little Rock, Arkansas 72201. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Arkansas Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 ***General Powers***. Except as expressly provided otherwise by this Agreement for action of the Members or as expressly required by the Act, all powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board"). Each member of the Board shall be and constitute a "manager" as such term is used in the Act, and the Board, collectively, shall operate as a board of managers. In the event the Board consists of more than one director, action of the Board and each member of the Board shall be subject to vote of the Board as provided in Section 10.11 hereof.

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Arkansas. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.12 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be

created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Arkansas corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights

incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Arkansas corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Arkansas corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Arkansas corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement , to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the

advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Fort Smith HMA, LLC, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company

shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Arkansas pursuant to the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arkansas without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

MISSISSIPPI HMA HOLDINGS I, LLC

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Executive Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Mississippi HMA Holdings I, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.186

C200808000887

SOSID: 0210294
Date Filed: 3/20/2008 4:19:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C200808000887

State of North Carolina
Department of the Secretary of State

ARTICLES OF ORGANIZATION
INCLUDING ARTICLES OF CONVERSION

Pursuant to §§ 57C-2-21, 57C-9A-01 and 57C-9A-03 of the General Statutes of North Carolina, the undersigned converting business entity does hereby submit these Articles of Organization Including Articles of Conversion for the purpose of forming a limited liability company.

1. The name of the limited liability company is **Hamlet H.M.A., LLC** and is being formed pursuant to a conversion of a domestic corporation. The organization and internal affairs of Hamlet H.M.A., LLC are to be governed by the laws of the State of North Carolina.

2. The name of the converting business entity is: **Hamlet H.M.A., Inc.** and the organization and internal affairs of the converting business entity are governed by the laws of the State of North Carolina. A Plan of Conversion has been approved by the converting business entity as required by law.

3. The converting business entity is a domestic corporation formed under the laws of North Carolina.

4. The name and mailing address of the organizer is:

Timothy R. Parry
5811 Pelican Bay Blvd., Suite 500
Naples, FL 34108

5. The street and mailing address, and county, of the initial registered office of the limited liability company is:

225 Hillsborough Street
Raleigh, North Carolina 27603
Wake County

6. The name of the initial registered agent is: CT Corporation System.

7. The principal office and mailing address of the limited liability company is:

5811 Pelican Bay Blvd., Suite 500
Naples, FL 34108
Collier County

8. All members by virtue of their status as members shall be managers of this limited liability company.

9. These articles will be effective upon filing by the North Carolina Secretary of State.

This is the 20 day of March, 2008.

Hamlet H.M.A., Inc.

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

/s/ Timothy R. Parry
Timothy R. Parry, Organizer

SOSID: 0210294
Date Filed: 10/23/2009 5:18:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C200929400357

STATE OF NORTH CAROLINA
DEPARTMENT OF THE SECRETARY OF STATE

LIMITED LIABILITY COMPANY
AMENDMENT OF ARTICLES OF ORGANIZATION

Pursuant to Section 57C-2-22 of the General Statutes of North Carolina, the undersigned limited liability company hereby submits the following Articles of Amendment for the purpose of amending its Articles of Organization:

1. The name of the limited liability company is Hamlet H.M.A., LLC.

2. The text of the amendment adopted is as follows:

Article 8 of the Articles of Organization is hereby deleted and replaced in its entirety by:

8. Except as provided in Section 57C-3-20(a) of the General Statutes of North Carolina, the members shall not be managers by virtue of their status as members.

3. The amendment was duly adopted by the unanimous vote of the members of the limited liability company.

4. These Articles will be effective upon filing.

[Signature page to follow]

Dated this 1st day of October, 2009

Hamlet H.M.A., LLC
By: Carolinas JV Holdings, L.P., sole member
By: Carolinas JV Holdings General, LLC, general partner

By: /s/ Timothy R. Parry

Name: Timothy R. Parry

Title: Senior Vice President

authorized to sign in accordance with NCGS 57C-3-24

Exhibit 3.187

SECOND AMENDED AND RESTATED OPERATING AGREEMENT

OF

HAMLET H.M.A., LLC

January 27, 2014

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SECOND AMENDED AND RESTATED OPERATING AGREEMENT
OF
HAMLET H.M.A., LLC

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Carolinas JV Holdings, L.P., a Delaware limited partnership (the "Member").

1. FORMATION.

1.1 Formation. The Member has formed a limited liability company (the "Company") pursuant to the provisions of the North Carolina Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Hamlet H.M.A., LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of North Carolina is located at 327 Hillsborough Street, Raleigh, North Carolina 27603, Wake County. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of Articles of Organization with the North Carolina Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board"). Each director shall have all of the powers, rights, duties, and responsibilities of a "manager" under the Act.

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Member from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash, and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Member shall fill the vacancy. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of North Carolina. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.12 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a North Carolina corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be

created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a North Carolina corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a North Carolina corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant ***Treasurers and Assistant Secretaries***.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an ordinary prudent person in a like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company. To the extent that, at law or in equity, a director or officer of the Company has duties

(including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement , to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2 Indemnification**.**

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Section 57D-3-02 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Hamlet H.M.A., LLC, and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and articles of dissolution of the articles of organization of the Company are filed with the office of the Secretary of State of the State of North Carolina pursuant to Section 57D-6-09 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

CAROLINAS JV HOLDINGS, L.P.

By: Carolinas JV Holdings General, LLC
Its: General Partner

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Executive Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Carolinas JV Holdings, L.P. 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.188

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:57 AM 01/27/2014
FILED 08:00 AM 01/27/2014
SRV 140091343 - 0879607 FILE

CERTIFICATE OF MERGER

of

FWCT-2 ACQUISITION CORPORATION,
a Delaware corporation,

with and into

HEALTH MANAGEMENT ASSOCIATES, INC.,
a Delaware corporation

Pursuant to Section 251(c) of the General Corporation Law of the State of Delaware (the "DGCL"), Health Management Associates, Inc., a Delaware corporation (the "Company"), hereby certifies the following in connection with the merger of FWCT-2 Acquisition Corporation, a Delaware corporation, with and into the Company (the "Merger"):

FIRST: The name and state of incorporation of each of the constituent corporations to the Merger (collectively, the "Constituent Corporations") is:

Name	State of Incorporation
Health Management Associates, Inc.	Delaware
FWCT-2 Acquisition Corporation	Delaware

SECOND: An Agreement and Plan of Merger (the "Merger Agreement"), dated as of July 29, 2013, by and among the Constituent Corporations and Community Health Systems, Inc., a Delaware corporation, has been approved, adopted, executed and acknowledged by each of the Constituent Corporations in accordance with Section 251(c) of the DGCL.

THIRD: The Company shall be the surviving corporation in the Merger (the "Surviving Corporation") and the name of the Surviving Corporation shall be "Health Management Associates, Inc."

FOURTH: The Certificate of Incorporation of the Company, as in effect immediately prior to the filing of this Certificate of Merger with the Secretary of State of the State of Delaware, shall be amended and restated at the effective time of the Merger to read in its entirety as set forth on Exhibit A attached hereto and, as so amended and restated, shall be the certificate of incorporation of the Surviving Corporation.

FIFTH: An executed copy of the Merger Agreement is on file at the office of the Surviving Corporation located at 5811 Pelican Bay Boulevard, Suite 500, Naples, Florida 34108.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of either of the Constituent Corporations.

SEVENTH: The Merger shall be effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Merger on behalf of Health Management Associates, Inc. this 27th day of January, 2014.

HEALTH MANAGEMENT ASSOCIATES, INC.,
a Delaware corporation

By: /s/ Steven E. Clifton
Name: Steven E. Clifton
Title: Senior Vice President

Exhibit A

AMEND RESTATED CERTIFICATE OF INCORPORATION
OF
HEALTH MANAGEMENT ASSOCIATES, INC.

(Attached)

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

HEALTH MANAGEMENT ASSOCIATES, INC.

ARTICLE ONE

The name of the corporation is Health Management Associates, Inc. (hereinafter called the "Corporation").

ARTICLE TWO

The address of the Corporation's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

ARTICLE THREE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE FOUR

The total number of shares which the Corporation shall have the authority to issue is one thousand (1,000) shares, all of which shall be shares of Common Stock, with a par value of $0.01 (one cent) per share.

ARTICLE FIVE

The directors shall have the power to adopt, amend or repeal Bylaws, except as may otherwise be provided in the Bylaws.

ARTICLE SIX

The Corporation expressly elects not to be governed by Section 203 of the General Corporation Law of the State of Delaware.

ARTICLE SEVEN

Section 1. Limitation of Liability. A member of the Corporation's Board of Directors shall not be personally liable to the Corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director, except for liability of the director (a) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of

law, (c) under Section 174 of the General Corporation Law of the State of Delaware, relating to the payment of unlawful dividends or unlawful stock repurchases or redemptions, or (d) for any transaction from which the director derived an improper personal benefit. If the General Corporation Law of the State of Delaware is hereafter amended to further eliminate or limit the liability of a director of a corporation, then a director of the Corporation, in addition to the circumstances set forth herein, shall have no liability as a director (or such liability shall be limited) to the fullest extent permitted by the General Corporation Law of the State of Delaware as so amended. No repeal or modification of the foregoing provisions of this Article Seven nor, to the fullest extent permitted by law, any modification of law, shall adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

Section 2. Nature of Indemnity. Each person who was or is made a party or is threatened to be made party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she (or a person of whom he or she is the legal representative) is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee, agent or fiduciary of another corporation, or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee, agent or fiduciary or in any other capacity while serving as a director, officer, employee, agent or fiduciary, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by the indemnitee in connection therewith, and such indemnification shall continue as to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; *provided, however*, that, except as provided in Section 3 of this Article Seven with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred by this Article Seven shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); *provided, however*, that, if the General Corporation Law of the State of Delaware so requires, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such indemnitee, including without limitation service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article Seven or otherwise.

Section 3. Procedure for Indemnification. If a claim under Section 2 of this Article Seven is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In any suit brought by an indemnitee to enforce a right to indemnification hereunder (other than a suit brought by an indemnitee to enforce a right to an advancement of expenses) it shall be a defense that the indemnitee has not met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware. In any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that the indemnitee has not met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such a suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to such indemnification or to such advancement of expenses, under this Article Seven or otherwise, shall be on the Corporation.

Section 4. Nonexclusively of Article Seven. The rights to indemnification and to the advancement of expenses conferred by this Article Seven shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the Corporation's Certificate of Incorporation, as amended or supplemented, by-law, agreement, vote of stockholders or disinterested directors or otherwise.

Section 5. Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any director, officer, employee, agent or fiduciary of the Corporation, or another corporation, partnership, joint venture, trust or other enterprise, against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law of the State of Delaware or under this Article Seven.

Section 6. Expenses. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article Seven with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

Section 7. Employees and Agents. Persons who are not covered by the foregoing provisions of this Article Seven and who are or were employees or agents of the Corporation, or who are or were serving at the request of the Corporation as employees or agents of another corporation, partnership, joint venture, trust or other enterprise, may be indemnified to the extent authorized at any time or from time to time by the Board of Directors.

Section 8. Contract Rights. The provisions of this Article Seven shall be deemed to be a contract right between the Corporation and each director or officer who serves in any such capacity at any time while this Article Seven and the relevant provisions of the General Corporation Law of the State of Delaware or other applicable law are in effect, and any repeal or modification of this Article Seven or any such law shall not affect any rights or obligations then existing with respect to any state of facts or proceeding then existing.

Section 9. Merger or Consolidation. For purposes of this Article Seven, references to the Corporation shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this Article Seven with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

ARTICLE EIGHT

The Corporation reserves the right to amend or repeal any provisions contained in this Certificate of Incorporation from time to time and at any time in the manner now or hereafter prescribed by the laws of the State of Delaware, and all rights conferred upon stockholders and directors are granted subject to such reservation.

Exhibit 3.189

Certified to be a true and correct copy of the Bylaws of the Corporation, as amended by the Corporation's stockholders as of August 12, 2013.

/s/ Kathleen K. Holloway
Kathleen K. Holloway, Corporate Secretary

HEALTH MANAGEMENT ASSOCIATES, INC.

BY-LAWS
(Amended and Restated as of August 12, 2013)

Article I

OFFICES

Section 1. The registered office shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. The corporation may also have offices at such other places both within and without the State of Delaware as the board of directors may from time to time determine or the business of the corporation may require.

Article II

MEETINGS OF STOCKHOLDERS

Section 1. Except as otherwise provided in the certificate of incorporation, meetings of the stockholders for the election of directors shall be held in the City of Naples, Florida, at such place as may be fixed from time to time by the board of directors, or at such other place either within or without the State of Delaware as shall be designated from time to time by the board of directors and stated in the notice of the meeting.

Section 2. Annual meetings of stockholders shall be held as shall be designated from time to time by the board of directors and stated in the notice of the meeting, at which they shall elect by a plurality vote a board of directors (except as otherwise provided in the certificate of incorporation), and transact such other business as may properly be brought before the meeting.

Section 3. Written notice of the annual meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) or more than sixty (60) days before the date of the meeting.

Section 4. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 5.

(a) At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be (i) brought before the meeting by its inclusion in the corporation's notice of the meeting given by or at the direction of the board of directors, (ii) brought before the meeting by or at the direction of the board of directors, or (iii) otherwise properly brought before the meeting by a stockholder who (A) was a stockholder of record (and, with respect to any beneficial owner, if different, on whose behalf such business is proposed, only if such beneficial owner was the beneficial owner of shares of the corporation) both at the time of giving the notice provided for in this Section 5 and at the time of the meeting, (B) is entitled to vote at the meeting, and (C) has complied with this Section 5 as to such business. Except for proposals properly made in accordance with Rule 14a-8 under the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (the "*Exchange Act*"), and included in the notice of meeting given by or at the direction of the board of directors, the foregoing clause (iii) shall be the exclusive means for a stockholder to propose business to be brought before an annual meeting of the stockholders. Stockholders seeking to nominate persons for election to the board of directors must comply with Section 6 and this Section 5 shall not be applicable to nominations except as expressly provided in Section 6.

(b) For business to be properly brought before an annual meeting by a stockholder, the stockholder must (i) provide Timely Notice (as defmed below) thereof in writing and in proper form to the secretary of the corporation and (ii) provide any updates or supplements to such notice at the times and in the forms required by this Section 5. To be timely, a stockholder's notice must be delivered to, or mailed and received at, the principal executive offices of the corporation not less than ninety (90) days nor more than one hundred twenty (120) days prior to the one-year anniversary of the preceding year's annual meeting; *provided, however*, that if the date of the annual meeting is more than thirty (30) days before or more than sixty (60) days after such anniversary date, notice by the stockholder to be timely must be so delivered, or mailed and received, not later than the ninetieth (90th) day prior to such annual meeting or, if later, the tenth (10th) day following the day on which public disclosure of the date of such annual meeting was first made (such notice within such time periods referred to as, "*Timely Notice*"). In no event shall any adjournment of an annual meeting or the announcement thereof commence a new time period for the giving of Timely Notice as described above.

(c) To be in proper form for purposes of this Section 5, a stockholder's notice to the secretary shall set forth:

(i) As to each Proposing Person (as defined below), (A) the name and address of such Proposing Person; and (B) the class or series and number of shares of the corporation that are, directly or indirectly, owned of record or beneficially owned (within the meaning of Rule 13d-3 under the Exchange Act) by such Proposing Person, except that such Proposing Person shall in all events be deemed to beneficially own any shares of any class or series of the corporation as to which such Proposing Person has a right to acquire beneficial ownership at any time in the future (the disclosures to be made pursuant to the foregoing clauses (A) and (B) are referred to as "*Stockholder Information*");

(ii) As to each Proposing Person, (A) any option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the corporation or with a value derived in whole or in part from the value of any class or series of shares of the corporation, whether or not such instrument or right shall be subject to settlement in the underlying class or series of capital stock of the corporation or otherwise (a "*Derivative Instrument*") directly or indirectly owned beneficially by such Proposing Person and any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of the corporation, (B) any proxy (other than a revocable proxy or consent given in response to a solicitation made pursuant to, and in accordance with, Section 14(a) of the Exchange Act by way of a solicitation statement filed on Schedule 14A), agreement, arrangement, understanding or relationship pursuant to which such Proposing Person has or shares a right to vote any shares of any class or series of the corporation, (C) any agreement, arrangement, understanding or relationship, including any repurchase or similar "stock borrowing" agreement or arrangement, engaged in, directly or indirectly, by such Proposing Person, the purpose or effect of which is to mitigate loss to, reduce the economic risk (of ownership or otherwise) of shares of any class or series of the corporation by, manage the risk of share price changes for, or increase or decrease the voting power of, such Proposing Person with respect to the shares of any class or series of the corporation, or which provides, directly or indirectly, the opportunity to profit from any decrease in the price or value of the shares of any class or series of the corporation ("*Short Interests*"), (D) any rights to dividends on the shares of any class or series of the corporation owned beneficially by such Proposing Person that are separated or separable from the underlying shares of the corporation, (E) any proportionate interest in shares of the corporation or Derivative Instruments or Short Interests held, directly or indirectly, by a general or limited partnership in which such Proposing Person is a general partner or, directly or indirectly, beneficially owns an interest in such a general partner, (F) any performance related fees (other than an asset-based fee) that such Proposing Person is entitled to based on any increase or decrease in the price or value of shares of any class or series of the corporation, or any Derivative Instrument or Short Interests, if any, (G) any direct or indirect interest of such Proposing Person in any contract with the corporation, any affiliate of the corporation or any principal competitor of the corporation (including, in any such case, any employment agreement, collective bargaining agreement or consulting agreement), (H) any significant equity interests or any Derivative Instrument or Short Interests in any principal competitor of the corporation held by such Proposing Person, (I) any pending or threatened litigation in which such Proposing Person is a party or material participant involving the corporation or any of its officers or directors, or any affiliate of the corporation, or any officers or directors of any affiliates of the corporation, (J) any material transaction occurring during the prior twelve (12) months between such Proposing Person, on the one hand, and the corporation, any affiliate of the corporation or any

principal competitor of the corporation, on the other hand, and (K) any other information relating to such Proposing Person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies by such Proposing Person in support of the business proposed to be brought before the meeting pursuant to Section 14(a) of the Exchange Act (the disclosures to be made pursuant to the foregoing clauses (A) through (K) are referred to as "*Disclosable Interests*") and Rule 14a-l1 thereunder (or any successor provision); *provided, however*, that Disclosable Interests shall not include any such disclosures with respect to the ordinary business activities of any broker, dealer, commercial bank, trust company or other nominee who is a Proposing Person solely as a result of being the stockholder directed to prepare and submit the notice required by these by-laws on behalf of a beneficial owner; and

(iii) As to each item of business that the Proposing Person proposes to bring before the annual meeting, (A) a reasonably brief description of the business desired to be brought before the annual meeting, the reasons for conducting such business at the annual meeting and any material interest in such business of each Proposing Person, (B) the text of the proposal or business (including the text of any resolutions proposed for consideration), and (C) a reasonably detailed description of all agreements, arrangements and understandings (x) between or among any of the Proposing Persons or (y) between or among any Proposing Person and any other record or beneficial holder of the shares of any class or series of the corporation (including their names) in connection with the proposal of such business by such Proposing Person.

For purposes of this Section 5, the term "*Proposing Person*" shall mean (i) the stockholder providing the notice of business proposed to be brought before an annual meeting, (ii) the beneficial owner or beneficial owners, if different, on whose behalf the notice of the business proposed to be brought before the annual meeting is made, and (iii) any affiliate or associate (each within the meaning of Rule 12b-2 under the Exchange Act for purposes of these by-laws) of such stockholder or beneficial owner.

(d) A stockholder providing notice of business proposed to be brought before an annual meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 5 shall be true and correct as of the record date for the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the secretary at the principal executive offices of the corporation not later than five (5) business days after the record date for the meeting (in the case of the update and supplement required to be made as of the record date), and not later than eight (8) business days prior to the date for the meeting, if practicable (or, if not practicable, on the first practicable date prior to) any adjournment or postponement thereof (in the case of the update and supplement required to be made as often (10) business days prior to the meeting or any adjournment or postponement thereof).

(e) If the Proposing Person's notice of business proposed to be brought before the annual meeting fails, in the reasonable judgment of the secretary, to contain the information specified in Section 5(c) hereof or is otherwise deficient in the reasonable judgment of the secretary, the secretary shall, as promptly as is practicable under the circumstances, provide written notice to the Proposing Person who submitted the written notice proposing business to be brought before the annual meeting of such failure or deficiency and such Proposing Person shall have five (5) business days from receipt of such notice to submit a revised written notice for business to be brought before the annual meeting that corrects such failure or deficiency in all material respects.

(f) Notwithstanding anything in these by-laws to the contrary, no business shall be conducted at an annual meeting except in accordance with this Section 5. The presiding officer of the meeting shall, if the facts warrant, determine that the business was not properly brought before the meeting in accordance with this Section 5, and if he or she should so determine, he or she shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted.

(g) This Section 5 is expressly intended to apply to any business proposed to be brought before an annual meeting of stockholders other than any proposal made pursuant to Rule 14a-8 under the Exchange Act In addition to the requirements of this Section 5 with respect to any business proposed to be brought before an annual meeting, each Proposing Person shall comply with all applicable requirements of the Exchange Act with respect to any such business. Nothing in this Section 5 shall be deemed to affect the rights of stockholders to request inclusion of proposals in the corporation's proxy statement pursuant to Rule l4a-8 under the Exchange Act.

(h) For purposes of these by-laws, "*public disclosure*" shall mean disclosure in a press release reported by a national news service or in a document publicly filed by the corporation with the Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act.

Section 6.

(a) Nominations of any person for election to the board of directors at an annual meeting may be made at such meeting only (i) by or at the direction of the board of directors, including by any committee or persons appointed by the board of directors, or (ii) by a stockholder who (A) was a stockholder of record (and, with respect to any beneficial owner, if different, on whose behalf such nomination is proposed to be made, only if such beneficial owner was the beneficial owner of shares of the corporation) both at the time of giving the notice provided for in this Section 6 and at the time of the meeting, (B) is entitled to vote at the meeting, and (C) has complied with this Section 6 as to such nomination. The foregoing clause (ii) shall be the exclusive means for a stockholder to make any nomination of a person or persons for election to the board of directors at an annual meeting.

(b) For a stockholder to make any nomination of a person or persons for election to the board of directors at an annual meeting, the stockholder must (i) provide Timely Notice (as defined in Section 5) thereof in writing and in proper form to the secretary of the corporation and (ii) provide any updates or supplements to such notice at the times and in the forms required by this Section 6. In no event shall any adjournment of an annual meeting or the announcement thereof commence a new time period for the giving of a stockholder's notice as described above.

(c) To be in proper form for purposes of this Section 6, a stockholder's notice to the secretary shall set forth:

(i) As to each Nominating Person (as defined below), the Stockholder Information (as defined in Section 5(c)(i), except that for purposes of this Section 6 the term "Nominating Person" shall be substituted for the term "Proposing Person" in all places it appears in Section 5(c)(i));

(ii) As to each Nominating Person, any Disclosable Interests (as defined in Section 5(c)(ii), except that for purposes of this Section 6 the term "Nominating Person" shall be substituted for the term "Proposing Person" in all places it appears in Section 5(c)(ii) and the disclosure in clause (K) of Section 5(c)(ii) shall be made with respect to the election of directors at the meeting);

(iii) As to each person whom a Nominating Person proposes to nominate for election as a director, (A) all information with respect to such proposed nominee that would be required to be set forth in a stockholder's notice pursuant to this Section 6 if such proposed nominee were a Nominating Person, (B) all information relating to such proposed nominee that is required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14(a) under the Exchange Act (including such proposed nominee's written consent to being named in the proxy statement as a nominee and to serving as a director if elected) and Rule 14a-11 thereunder (or any successor provision thereto), (C) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three (3) years, and any other material relationships, between or among any Nominating Person, on the one hand, and each proposed nominee and his or her respective affiliates or associates, on the other hand, including, without limitation, all information that would be required to be disclosed pursuant to Item 404 under Regulation S-K (as such Item may be subsequently amended or replaced) if such Nominating Person were the "registrant" for purposes of such rule and the proposed nominee were a director or executive officer of such registrant, and (D) a completed and signed questionnaire, representation and agreement as provided in Section 6(g); and

(iv) The corporation may require any proposed nominee to furnish such other information (A) as may reasonably be required by the corporation to determine the eligibility of such proposed nominee to serve as an independent director of the corporation in accordance with the corporation's corporate governance guidelines or similar policies then in effect or (B) that could be material to a reasonable stockholder's understanding of the independence or lack of independence of such proposed nominee.

For purposes of this Section 6, the term "*Nominating Person*" shall mean (i) the stockholder providing the notice of the nomination proposed to be made at the meeting, (ii) the beneficial owner or beneficial owners, if different, on whose behalf the notice of the nomination proposed to be made at the meeting is made, and (iii) any affiliate or associate of such stockholder or beneficial owner.

(d) A stockholder providing notice of any nomination proposed to be made at a meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 6 shall be true and correct as of the record date for the meeting and as of the date that is ten

(10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the secretary at the principal executive offices of the corporation not later than five (5) business days after the record date for the meeting (in the case of the update and supplement required to be made as of the record date), and not later than eight (8) business days prior to the date for the meeting, if practicable (or, if not practicable, on the first practicable date prior to) any adjournment or postponement thereof (in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof).

(e) If the Nominating Person's notice of the proposed nomination fails, in the reasonable judgment of the secretary, to contain the information specified in Section 6(c) hereof or is otherwise deficient in the reasonable judgment of the secretary, the secretary shall, as promptly as is practicable under the circumstances, provide written notice to the Nominating Person who submitted the written notice proposing the nomination of such failure or deficiency and such Nominating Person shall have five (5) business days from receipt of such notice to submit a revised written notice for business to be brought before the annual meeting that corrects such failure or deficiency in all material respects.

(f) Notwithstanding anything in these by-laws to the contrary, no person shall be eligible for election as a director of the corporation unless nominated in accordance with this Sectiàn 6. The presiding officer at the meeting shall, if the facts warrant, determine that a nomination was not properly made in accordance with this Section 6, and if he or she should so detennine, he or she shall so declare such determination to the meeting and the defective nomination shall be disregarded.

(g) To be eligible to be a nominee for election as a director of the corporation, the proposed nominee must deliver (in accordance with the time periods prescribed for delivery of notice under this Section 6) to the secretary at the principal executive offices of the corporation a written questionnaire with respect to the background and qualification of such proposed nominee (which questionnaire shall be provided by the secretary upon written request) and a written representation and agreement (in form provided by the secretary upon written request) that such proposed nominee (i) is not and will not become a party to (A) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such proposed nominee, if elected as a director of the corporation, will act or vote on any issue or question (a "*Voting Commitment"*) that has not been disclosed to the corporation or (B) any Voting Commitment that could limit or interfere with such proposed nominee's ability to comply, if elected as a director of the corporation, with such proposed nominee's fiduciary duties under applicable law, (ii) is not, and will not become a party to, any agreement, arrangement or understanding with any person or entity other than the corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed to the corporation, and (iii) in such proposed nominee's individual capacity and on behalf of the stockholder (or the beneficial owner, if different) on whose behalf the nomination is made, would be in compliance, if elected as a director of the corporation, and will comply with applicable publicly disclosed corporate governance guidelines, code of business conduct and ethics and stock ownership and trading policies and similar publicly disclosed policies and guidelines of the corporation.

(h) In addition to the requirements of this Section 6 with respect to any nomination proposed to be made at a meeting, each Nominating Person shall comply with all applicable requirements of the Exchange Act with respect to any such nominations. The requirements of this Section 6 shall apply to a stockholder requesting inclusion of a nominee for election as a director of the corporation in the corporation's proxy statement pursuant to Rule 14a-11 of the Exchange Act

(i) The provisions of this Section 6 (including Section 6(f) hereof) shall only apply to nominations sought to be made at an annual meeting of stockholders and shall not apply to the election of directors (x) through action by written consent of stockholders in lieu of a meeting or (y) at a special meeting of stockholders.

Section 7. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the chairman of the board or chief executive officer and shall be called by the chief executive officer or secretary at the request in writing of a majority of the board of directors, or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Written notice of a special meeting of stockholders stating the place, date and hour of the special meeting and the purpose or purposes for which the special meeting is called, shall be given not less than ten (10) nor more than sixty (60) days before the date of the special meeting, to each stockholder entitled to vote at such special meeting. No other business may be conducted at a special meeting of stockholders except for the business stated in the notice of a special meeting.

Section 8. The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the certificate of incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 9. When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the certificate of incorporation, a different vote is required in which case such express provision shall govern and control the decision of such question.

Section 10. Unless otherwise provided in the certificate of incorporation each stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted on after three (3) years from its date, unless the proxy provides for a longer period.

Section 11. Unless otherwise provided in the certificate of incorporation, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

Article III

DIRECTORS

Section 1. Except as otherwise provided in the certificate of incorporation, the number of directors which shall constitute the whole board shall be such number as shall be determined from time to time by resolution of the board of directors or by the stockholders at an annual meeting. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2 of this Article and except as provided in the certificate of incorporation, and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 2. Except as otherwise provided in the certificate of incorporation or as otherwise set forth below, vacancies and newly created directorships resulting from any increase in the authorized number of directors or as a result of the removal or resignation of any director may be filled by (i) the stockholders or (ii) a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and, in each case, the directors so chosen shall hold office until the next annual election and until their successors are duly elected and qualified, unless sooner removed from office. Notwithstanding anything to the contrary herein, vacancies on the Board of Directors of the Company resulting from the removal of Directors by the stockholders shall be filled only by the stockholders of the Company. If there are no directors in office, then an election of directors may be held in the manner provided by statute. If, at the time of filling any vacancy or any newly created directorship, the directors then in office shall constitute less than a majority of the whole board (as constituted immediately prior to any such increase), the Delaware Court of Chancery may, upon application of any stockholder or stockholders holding at least ten percent of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office.

Section 3. The business of the corporation shall be managed by and be under the direction of its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by these by-laws directed or required to be exercised or done by the stockholders.

MEETINGS OF THE BOARD OF DIRECTORS

Section 4. The board of directors of the corporation may hold meetings, both regular and special, either within or without the State of Delaware.

Section 5. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the stockholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order to legally constitute the meeting, provided a quorum shall be present. In the event of the failure of the stockholders to fix the time or place of such first meeting of the newly elected board of directors, or in the event such meeting is not held at the time and place so fixed by the stockholders, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the board of directors, or as shall be specified in a written waiver signed by all of the directors.

Section 6. Regular meetings of the board of directors may be held without notice at such time and at such place as shall from time to time be determined by the board.

Section 7. Special meetings of the board may be called by the chairman of the board or the chief executive officer on three (3) days' notice to each director, either personally or by mail or by any means of electronic transmission. Special meetings shall be called by the chief executive officer or secretary in like manner and on like notice on the written request of two directors unless the board consists of only one director, in which case special meetings shall be called by the chairman of the board, chief executive officer, or secretary in like manner and on like notice on the written request of the sole director.

Section 8. At all meetings of the board a majority of the directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the board of directors, except as may be otherwise specifically provided by statute or by the certificate of incorporation. If a quorum shall not be present at any meeting of the board of directors the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 9. Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof may be taken without a meeting, if all members of the board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceeding of the board or committee thereof, as the case may be.

Section 10. Unless otherwise restricted by the certificate of incorporation or these by-laws, members of the board of directors, or any committee designated by the board of directors, may participate in a meeting of the board of directors, or any committee, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

COMMITTEES OF DIRECTORS

Section 11. The board of directors may, by resolution passed by a majority of the whole board, designate one or more committees, each committee to consist of one or more of the directors of the corporation. The board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member.

Any such committee, to the extent provided in the resolution of the board of directors, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution, or amending the by-laws of the corporation; and, unless the resolution or the certificate of incorporation expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors.

Section 12. Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

COMPENSATION OF DIRECTORS

Section 13. Unless otherwise restricted by the certificate of incorporation or these by-laws, the board of directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the board of directors and may be paid a fixed sum for attendance at each meeting of the board of directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees maybe allowed like compensation for attending committee meetings.

REMOVAL OF DIRECTORS

Section 14. Unless otherwise restricted by the certificate of incorporation or these by-laws, any director or the entire board of directors may be removed, with or without cause, by the holders of a majority of shares entitled to vote at an election of directors.

CHAIRMAN AND VICE CHAIRMAN

Section 15. The board of directors after each annual meeting of shareholders shall choose a chairman of the board and may also choose a vice-chairman.

Section 16. The chairman of the board shall preside at all meetings of the stockholders and all meetings of the board of directors and shall perform such other duties as may be assigned from time to time by the board of directors. The vice chairman, if there be one, shall perform such duties and have such powers as the board of directors or the chief executive officer may from time to time prescribe.

Article IV

NOTICES

Section 1. Whenever, under the provisions of the statutes or of the certificate of incorporation or of these by-laws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telecopier or any other means of electronic transmission, and notice to directors or shareholders may be given as otherwise permitted by law.

Section 2. Whenever any notice is required to be given under the provisions of the statutes or of the certificate of incorporation of these by-laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Article V

OFFICE

Section 1. The officers of the corporation shall be chosen by the board of directors and shall consist of a chief executive officer, a vice chairman, a president, a secretary and a treasurer. The board of directors may also choose vice-presidents, giving them such designations (including without limitation the designations of executive vice-president and senior vice-president) as the board may determine, and one or more assistant vice-presidents, assistant secretaries and assistant treasurers. Any number of offices may be held by the same person, unless the certificate of incorporation or these by-laws otherwise provide.

Section 2. The board of directors following each annual meeting of stockholders shall choose a chief executive officer, a president, one or more vice-presidents, a secretary, and a treasurer.

Section 3. The board of directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

Section 4. The salaries of all officers and agents of the corporation shall be fixed by the board of directors.

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualified Any officer elected or appointed by the board of directors may be removed at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

THE CHIEF EXECUTIVE OFFICER

Section 6. The chief executive officer shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation. In the absence of the chief executive officer or in the event of his inability or refusal to act, the powers and duties of the chief executive officer shall be exercised and performed by such executive officer or officers as may be designated by the board of directors. If there be no chairman of the board, the chief executive officer shall perform all of the duties of the chairman of the board.

VICE CHAIRMAN

Section 7. The Vice Chairman, if there be one, shall perform such duties and have such powers as the board of directors or the chief executive officer may from time to time prescribe.

THE PRESIDENT

Section 8. The president shall perform such duties and have such powers as the board of directors or the chief executive officer may from time to time prescribe.

THE VICE-PRESIDENTS

Section 9. The vice-presidents shall have such designations (including without limitation the designations of executive vice-president and senior vice-president) as the board of directors may determine. Each vice-president shall perform such duties and have such powers as the board of directors or the chief executive officer may from time to time prescribe.

THE SECRETARY

Section 10. The secretary shall attend all meetings of the board of directors and all meetings of the stockholders and record all the proceedings of the meetings of the corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or the chief executive officer, under whose

supervision he shall be. He shall have custody of the corporate seal of the corporation and he, or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

THE TREASURER

Section 11. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

Section 12. The treasurer shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the chief executive officer and the board of directors, at its regular meetings, or when the board of directors so requires, an account of all his transactions as treasurer and of the financial condition of the corporation.

Section 13. If required by the board of directors, the treasurer shall give the corporation a bond (which shall be renewed every six (6) years) in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

ASSISTANT OFFICERS

Section 14. The assistant vice-presidents, assistant secretaries and assistant treasurers whom the board of directors may appoint from time to time, as it may deem proper, shall perform such duties and have such powers as the board of directors or the chief executive officer may from time to time prescribe.

Article VI

STOCK

Section 1. The board of directors may provide by resolution or resolutions that some or all of any class or series of the corporation's stock shall be uncertificated and may be evidenced by a book-entry system maintained by the corporation's transfer agent or registrar. Except as otherwise provided by law, the rights and obligations of the holders of any uncertificated shares and the rights and obligations of the holders of certificates representing shares of the same class and series shall be identical. If the corporation's shares are represented by certificates, such certificates may signed by, or in the name of the corporation by (a) the chairman of the board, chief executive officer, president or any vice-president, and (b) the treasurer or an assistant treasurer, or the secretary or an assistant secretary of the corporation.

Partly paid shares shall be identified as such by proper notation in the records of the corporation and its transfer agent or registrar, describing the total amount of the consideration to be paid therefor and the amount paid thereon, and in the case of certificated shares, upon the face or back of the certificates issued to represent any such partly paid shares.

If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, and such shares are certificated, the powers, designations, preferences and relative, participating, optional or ether special rights of each class of stock or series thereof and the qualification, limitations or restrictions of such preferences and/ or rights shall be set forth in fill or summarized on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, provided that, except as otherwise provided in Section 202 of the General Corporation Law of Delaware, in lien of the foregoing requirements, there may be set forth on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, a statement that the corporation shall furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Section 2. Any of or all the signatures on any certificate may be facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

LOST CERTIFICATES

Section 3. The board of directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the board of directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

TRANSFER OF STOCK

Section 4. Upon submission to the corporation of proper evidence of succession, assignation or authority to transfer, the corporation shall record the transaction upon its books and direct its transfer agent or registrar to record such transaction. In the event that the corporation's shares are certificated, the corporation shall also require the surrender to the corporation or the transfer agent or registrar of the corporation of a certificate for such shares duly endorsed and shall cancel such certificate and record such shares as owned by the person entitled thereto.

FIXING RECORD DATE

Section 5. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided*, *however*, that the board of directors may fix a new record date for the adjourned meeting.

REGISTERED STOCKHOLDERS

Section 6. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

Article VII

GENERAL PROVISIONS
DIVIDENDS

Section 1. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of capital stock, subject to the provisions of the certificate of incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

ANNUAL STATEMENT

Section 3. The board of directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a flail and clear statement of the business and condition of the corporation.

CHECKS

Section 4. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

FISCAL YEAR

Section 5. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

SEAL

Section 6. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Article VIII

FLORIDA GENERAL CORPORATION ACT—SECTION 607.0902

Section 1. As permitted by Section 607.0902(5) of the Florida General Corporation Act, the provisions of Section 607.0902 of the Florida General Corporation Act shall not apply to control-share acquisitions of shares of the corporation.

Article IX

AMENDMENTS

Section 1. These by-laws may be altered, amended or repealed or new by-laws may be adopted by the stockholders or by the board of directors, when such power is conferred upon the board of directors by the certificate of incorporation, at any regular meeting of the stockholders or of the board of directors or at any special meeting of the stockholders or of the board of directors if notice of such alteration, amendment, repeal or adoption of new by-laws be contained in the notice of such special meeting. If the power to adopt, amend or repeal by-laws is conferred upon the board of directors by the certificate of incorporation, it shall not divest or limit the power of the stockholders to adopt, amend or repeal by-laws.

Exhibit 3.190

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:51 PM 12/27/2012
FILED 04:51 PM 12/27/2012
SRV 121397368 - 4769167 FILE

STATE OF DELAWARE CERTIFICATE OF CONVERSION
FROM A LIMITED LIABILITY COMPANY TO A
LIMITED PARTNERSHIP PURSUANT TO
SECTION 17-217 OF THE LIMITED PARTNERSHIP ACT

1. The jurisdiction where the Limited Liability Company first formed is **Delaware.**

2. The jurisdiction immediately prior to filing this Certificate is **Delaware.**

3. The date the limited liability company was first formed is December 18, 2009.

4. The name of the limited liability company immediately prior to filing this Certificate is **Health Management Associates, LLC.**

5. The name of the Limited Partnership as set forth in the Certificate of Limited Partnership is **Health Management Associates, LP.**

S2 IVII

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 27th day of December 2012.

By: /s/ Kathleen K. Holloway
Name: Kathleen K. Holloway
Title: Authorized Person

S2 IVII

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:51 PM 12/27/2012
FILED 04:51 PM 12/27/2012
SRV 121397368 - 4769167 FILE

STATE *of* DELAWARE
CERTIFICATE *of* LIMITED PARTNERSHIP

The Undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, do hereby certify as follows:

First: The name of the limited partnership is **Health Management Associates, LP.**

Second: The address of its registered office in the State of Delaware is: Company Trust Center, 1209 Orange Street, in the City of Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is The Company Trust Company.

Third: The name and mailing address of the sole general partner is as follows: Health Management General Partner, LLC, 5811 Pelican Bay Blvd., Suite 500, Naples, FL 34108.

(Signature page follows)

S2 IVII

IN WITNESS WHEREOF, the undersigned has executed this Certificate of limited Partnership as of the 27th day of December, 2012, A.D.

HEALTH MANAGEMENT GENERAL PARTNER, LLC
GENERAL PARTNER

BY: /s/ Kathleen K. Holloway
Name: Kathleen K. Holloway
Title: ASSISTANT SECRETARY

S2 IVII

December 27, 2012

Health Management Associates, LP
5811 Pelican Bay Blvd., Suite 500
Naples, Florida 34108

To Whom It May Concern:

Health Management Associates, Inc. is aware of, consents to and approves of the use of "Health Management Associates" in the name of the limited partnership, "Health Management Associates, LP".

Very truly yours,

HEALTH MANAGEMENT ASSOCIATES, INC.

By: /s/ Robert E. Farnham
Name: Robert E. Farnham
Title: Senior Vice President Finance

HMA.COM

5811 Pelican Bay Blvd., Suite 500
Naples, FL 34108

Exhibit 3.191

LIMITED PARTNERSHIP AGREEMENT
OF
HEALTH MANAGEMENT ASSOCIATES, LP

THIS LIMITED PARTNERSHIP AGREEMENT (this "Agreement") is made as of the 27th day of December, 2012, by and between **HEALTH MANAGEMENT GENERAL PARTNER, LLC,** a Delaware limited liability company (referred to as "General Partner"), and **HEALTH MANAGEMENT ASSOCIATES, INC.**, a Delaware corporation (referred to as "Limited Partner"). General Partner and Limited Partner are herein collectively referred to as "Partners" and are Partners in the partnership known as Health Management Associates, L.P. (the "Partnership"), which was formed on December 27, 2012 when the General Partner caused a certificate of limited partnership (the "Certificate") to be filed in the office of the Secretary of State of Delaware in accordance with the provisions of the Delaware Revised Uniform Limited Partnership Act (the "Act").

WHEREAS, upon formation of the Partnership, General Partner and Limited Partner made the initial capital contributions and received the partnership interest and the number of partnership units set forth in Paragraph 5.01 of this Agreement; and

WHEREAS, the Partners desire to enter into this Agreement to govern the affairs of the Partnership and its business under the Act.

NOW, THEREFORE, it is mutually agreed as follows:

SECTION 1.
Name

1.01 **Partnership Name**. The Partnership's name is Health Management Associates, LP.

SECTION 2.
Place of Business and Registered Agent

2.01 **Place of Business**. The Partnership's principal place of business is located at the following address: 5811 Pelican Bay Blvd., Suite 500, Naples, FL 34108. The General Partner may from time to time change the Partnership's principal place of business to another location or add additional places of business.

2.02 **Registered Agent**. The registered agent for the Partnership shall be the Partnership's registered agent for service of process against the Partnership as stated in the Certificate of Limited Partnership: The Company Trust Company, Company Trust Center, 1209 Orange Street, in the City of Wilmington, Delaware 19801.

SECTION 3.
Business

3.01 **Purpose**. The Partnership's purpose is to engage in any lawful business permitted under the Act. The Partnership shall have the power to do any and all acts necessary, appropriate, proper, advisable, incidental or convenient to or in furtherance of the purpose of the Partnership and shall have without limitation, any and all powers that may be exercised on behalf of the Partnership by the General Partner pursuant to this Agreement or the Act.

SECTION 4.
Term of Partnership

4.01 **Initial Term**. The Partnership began on the date of filing of the Certificate of Limited Partnership and shall continue until the winding up and liquidation of the Partnership and its business is completed, as provided in this Agreement, unless terminated sooner pursuant to this Agreement.

SECTION 5.
Capital and Capital Accounts

5.01 **Capital Contributions**. Each of the Partners has contributed to the capital of the Partnership, in cash or other consideration, set forth opposite its name and therefore possess the partnership interest and number of partnership units indicated:

Name	Capital Contribution	Partnership Interest	Partnership Units
Health Management General Partner, LLC	$1.00	1%	1
Health Management Associates, Inc.	Membership Interest in Health Management Associates, LLC	99%	99

5.02 **Each Partner's Share**. A Capital Account shall be maintained for each Partner and shall be credited with the amount of its capital contribution to the Partnership. Each capital account shall be established and maintained in compliance with Section 704 of the Internal Revenue Code of 1986 (the "Code") and all applicable temporary and final tax regulations under the Code ("Treasury Regulations"), and any amendments thereof. No interest shall be paid on partnership capital.

5.03 **Additions**. No Limited Partner shall be required to make any additional capital contribution to the Partnership in excess of the amount described in Paragraph 5.01 above. The General Partner shall make such additional capital contributions as it deems necessary in its discretion to carry on the business of the Partnership.

5.04 **Adjustments**. Each Partner's capital account shall be adjusted whenever necessary to reflect: (1) its distributive share of Partnership profits and losses, including capital gains and losses, (ii) contributions made to the Partnership by the Partner, and (iii) distributions made by the Partnership to the Partner. A Partner's loans to the Partnership shall not be added to its capital account.

5.05 **Withdrawal of Capital**. No General or Limited Partner may withdraw any or all of its capital contribution without the prior written consent of the General Partner.

5.06 **Partnership Units**. The number of partnership units set forth in Section 5.01 above represent each Partner's partnership interest in the Partnership. Each Partner's partnership units may, but need not, be evidenced by unit certificates in such form as the General Partner may from time to time prescribe. If unit certificates are issued, the number of partnership units held by a Partner shall be designated on that Partner's unit certificate. Unit certificates, if any, shall be signed by the General Partner or an officer of the General Partner and registered in such manner, if any, as the General Partner may prescribe.

SECTION 6.
Profits and Losses; Tax

6.01 **Profits and Losses**. Except as otherwise provided herein, the Partnership's net profits and losses, and every item of income, deduction, gain, loss, and credit therein, shall be allocated between and borne by the Partners in the following percentages:

Name	Percent
Health Management General Partner, LLC	1%
Health Management Associates, Inc.	99%

Notwithstanding any other provision of this Paragraph, income, deduction, gain, loss, and credit with respect to property contributed to the Partnership by a Partner shall be shared among the Partners so as to take account of any variation between the basis of the property so contributed and its fair market value at the time of contribution, in accordance with the Code and any applicable Treasury Regulations. No Limited Partner will be liable for any debts, liabilities or other obligations of the Partnership in excess of the amount of its capital contribution.

6.02 **Allocation to General Partner**. Notwithstanding any provision of this Agreement to the contrary, at all times during the existence of the Partnership, the interest of the General Partner in each item of income, deduction, gain, loss, or credit will be equal to at least 1% of each such item.

6.03 **Distributions of Profits**. The Partnership shall distribute profits at such times and in such amounts as determined by the General Partner, after setting aside such amounts as may be deemed necessary to create adequate reserves for future capital needs. All distributions to the Partners shall be made in proportions in which net profits and losses are allocated under Paragraph 6.01 above.

6.04 **Assignment of Dissolution**. In the event of an assignment of a partnership interest or of the dissolution or termination of any Partner, profits and losses shall be allocated on the basis of the number of days in the particular year during which each Partner owned its partnership interest, or on any other reasonable basis consistent with applicable United States tax laws and regulations.

6.05 **Taxes**. The Partnership shall be taxed as a corporation and the Partnership will make such filings as are necessary and consistent with such election.

SECTION 7.
Management and Operations

7.01 **Limited Partners**. The Limited Partners shall take no part in and have no vote respecting the management and operations of the Partnership.

7.02 **General Partner**. The General Partner has the full and exclusive power on the Partnership's behalf, in its name, to manage, control, administer and operate its business and affairs and to do or cause to be done anything the General Partner deem necessary or appropriate for the Partnership's business.

7.03 **Compensation**. The General Partner shall not be entitled to any compensation for management of the Partnership's business.

7.04 **Expenses**. All reasonable expenses incurred by the General Partner in managing and conducting the Partnership's business, including, but not limited to overhead, administrative and travel expenses, and professional, technical, administrative, and other services, will be reimbursed by the Partnership.

SECTION 8.
Books and Records

8.01 **General**. The Partnership shall maintain adequate accounting books and records. The books and records will be kept on a basis consistent with past practices, and shall reflect all Partnership transactions and be appropriate and adequate for all Partnership business. The Partnership books shall be kept based on a fiscal year commencing on January 1 and ending December 31. The Partnership's records shall be maintained at the Partnership's principal place of business.

SECTION 9.
Banking

9.01 **Partnership Bank Accounts**. All Partnership funds will be deposited in its name in such accounts as the General Partner designates. All withdrawals shall be made upon checks signed by a party authorized by the General Partner.

SECTION 10.
Amendments and Modifications

10.01 **Amendments and Modifications**. This Agreement may be amended or modified only upon the unanimous consent of all of the Partners.

SECTION 11.
Dissolution

11.01 **Causes for Dissolution**. The Partnership shall be dissolved upon any of the following events:

A. The General Partner's withdrawal or adjudication of bankruptcy, or the occurrence of any other event causing dissolution of a Limited Partnership under the Act. However, if, within six (6) months from such General Partner's withdrawal, dissolution, or adjudication of bankruptcy, the other Partners elect to continue the Partnership, then the Partnership will continue under this Agreement.

B. Whenever the General Partner determines it to be in the best interest of the Partnership that it be dissolved.

11.02 **Upon Dissolution**. Upon its dissolution, the Partnership will terminate and immediately commence to wind up its affairs. The Partners shall continue to share in profits and losses during liquidation in the same manner and proportions as they did before dissolution. The partnership's assets may be sold, if a price deemed reasonable by the General Partner may be obtained. The proceeds from liquidation of Partnership assets shall be applied as follows:

A. First, to the Partnership's debts and liabilities to persons other than Partners, which shall be paid and discharged in the order of priority as provided by law;

B. Second, to debts and liabilities, including the balance of unpaid guaranteed payments, if any, to Partners, which shall be paid and discharged in the order of priority as provided by law; and

C. Third, the remaining assets shall be distributed proportionately first, to the Limited Partner, second, to the General Partner, in the proportion in which net profits and net losses are allocated under Paragraph 6.01 above.

11.03 **Winding Up**. The winding up of Partnership affairs and the liquidation and distribution of its assets shall be conducted by the General Partner, who is hereby authorized to do any and all acts and things authorized by law in order to effect such liquidation and distribution of the Partnership's assets.

SECTION 12.
Miscellaneous

12.01 **Non-Waiver**. Any party's failure to seek redress for violation of or to insist upon the strict performance of any provision of this Agreement shall not be deemed a waiver and will not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

12.02 **Severability**. Every provision of this Agreement is intended to be severable. If any term or provision hereof is invalid for any reason whatsoever, its invalidity will not affect the validity of the remainder of the Agreement.

12.03 **Good Faith**. The doing of any act or the failure to do any act by a Partner or the Partnership, the effect of which causes any loss or damage to the Partnership, will not subject such Partner or the Partnership to any liability, if done in good faith to promote the Partnership's best interests.

12.04 **Governing Law**. This Agreement is to be construed according to the laws of the State of Delaware.

12.05 **Other Business Activities**. Every Partner may also engage in whatever business activities he, she or it chooses without having or incurring any obligation to offer any interest in such activities to any party hereof.

12.06 **Counterparts**. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

12.07 **Waiver of Partition**. Each of the parties waives during the term of the Partnership any right that it may have to maintain any action for partition with respect to the Partnership's property or assets.

12.08 **Binding Terms**. The terms of this Agreement are binding upon and inure to the benefit of the parties and, to the extent permitted by this Agreement, the administrators, legal representatives, successors and assigns of such party.

12.09 **Personal Property**. The interests of each Partner in the Partnership are personal property.

12.10 **Gender and Number**. Unless the context requires otherwise, the use of a pronoun includes the masculine and the neuter, and vice versa, and the use of the singular includes the plural, and vice versa.

(signature page follows)

IN WITNESS WHEREOF, the undersigned have executed this Limited Partnership Agreement, effective as of the date written above.

GENERAL PARTNER:

HEALTH MANAGEMENT GENERAL PARTNER, LLC

By: /s/ Kathleen K. Holloway
Name: Kathleen K. Holloway
Title: Assistant Secretary

LIMITED PARTNER:

HEALTH MANAGEMENT ASSOCIATES, INC.

By: /s/ Kathleen K. Holloway
Name: Kathleen K. Holloway
Title: Assistant Secretary

Exhibit 3.192

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:22 PM 12/28/2012
FILED 01:10 PM 12/28/2012
SRV 121401355 - 5267241 FILE

Certificate of Formation

Pursuant to Section 18-201 of the Delaware Limited Liability Company Act:

1. The name of the limited liability company is Health Management General Partner I, LLC (the "Company").

2. The registered office of the Company in the State of Delaware is Corporation Trust Center, 1209 Orange Street in the city of Wilmington, Delaware 19801 New Castle County. The name of the Registered Agent at such address is The Corporation Trust Company.

3. The effective date of the formation of the limited liability company is December 31, 2012 at 11:54 P.M.

(*signature page follows*)

S7 II4

IN WITNESS WHEREOF, an authorized person has executed this Certificate of Formation on the 28th of December, 2012

Hospital Management Services of Florida, LP
Sole Member

By: /s/ Kathleen K. Holloway
Name: Kathleen K. Holloway
Title: Assistant Secretary

S7 II4

Exhibit 3.193

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

HEALTH MANAGEMENT GENERAL PARTNER I, LLC

January 27, 2014

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AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
OF
HEALTH MANAGEMENT GENERAL PARTNER I, LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Hospital Management Services of Florida, LP, a Florida limited partnership (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Health Management General Partner I, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its

good faith reliance on the provisions of this Agreement, and the provisions of this Agreement , to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or

hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in «Entity Name», LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

HOSPITAL MANAGEMENT SERVICES OF FLORIDA, LP

By: Health Management General Partner, LLC
Its: General Partner

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Executive Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Hospital Management Services of Florida, LP 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.194

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:52 PM 12/27/2012
FILED 04:40 PM 12/27/2012
SRV 121397391 - 5266667 FILE

Certificate of Formation

Pursuant to Section 18-201 of the Delaware Limited Liability Company Act:

1. The name of the limited liability company is Health Management General Partner, LLC (the "Company").

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, New Castle County. The name of its registered agent at such address is The Corporation Trust Company.

(signature page follows)

S2 II4

IN WITNESS WHEREOF, an authorized person has executed this Certificate of Formation on the 27th of December, 2012

By: /s/ Kathleen K. Holloway
Name: Kathleen K. Holloway
Title: Authorized Person

S2 II4

Exhibit 3.195

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

HEALTH MANAGEMENT GENERAL PARTNER, LLC

January 27, 2014

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AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
OF
HEALTH MANAGEMENT GENERAL PARTNER, LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Health Management Associates, Inc. a Delaware corporation (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Health Management General Partner, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its

good faith reliance on the provisions of this Agreement, and the provisions of this Agreement , to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or

hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in «Entity Name», LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

HEALTH MANAGEMENT ASSOCIATES, INC.

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Executive Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Health Management Associates, Inc. 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

State of Tennessee

Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

CERTIFICATE OF CONVERSION

(Domestic For-Profit Corporation into LLC under TCA §48-21-111)

(For use on or after 7/1/2006)

For Office Use Only

Pursuant to the provisions of §48-21-111 of the Tennessee Business Corporation Act and §48-249-703 of the Tennessee Revised Limited Liability Company Act, the undersigned hereby submits this certificate of conversion:

1. The name and principal business address of the converting domestic corporation is:
   HMA Fentress County General Hospital, Inc.
   5811 Pelican Bay Blvd., Suite 500
   Naples, FL 34108

2. The converting corporation was formed in Tennessee, its date of formation is APRIL 29, 2009 (month/day/year), and its SOS control number (if known) is: 060 1484

3. The converting corporation is being converted to a domestic limited liability company, and the name of the domestic limited liability company as set forth in its article of organization is: HMA Fentress County General Hospital, LLC

4. The plan of conversion is attached to this certificate of conversion and is incorporated herein by reference.

5. The terms and conditions of the conversion have been approved by the unanimous vote of the shareholders; all required approvals of the conversion have been obtained by the converting corporation.

6. The number of members of the limited liability company at the date of conversion is one (1).

7. If the conversion is not to be effective upon the filing of the certificate of conversion and articles of organization, then the future effective date and time of the conversion is:
   Date: Effective upon filing, _____ Time: _____

MAY 1, 2009
Signature Date

Signature

Senior Vice President
Signer's Capacity (if other than individual capacity)

Timothy R. Parry
Name (printed or typed)

SS-4498 (Rev. 05/06) Filing Fee $20 RDA 2458

TN099 - 06/30/2006 C T System Online

PLAN OF CONVERSION

OF

HMA FENTRESS COUNTY GENERAL HOSPITAL, INC.

This Plan of Conversion (the "Plan") is made pursuant to Section 48-21-111 of the Tennessee Business Corporation Act and Section 48-249-703 of the Tennessee Revised Limited Liability Company Act to convert **HMA FENTRESS COUNTY GENERAL HOSPITAL, INC.**, a Tennessee corporation (the "Converting Entity") to a Tennessee limited liability company under the name "**HMA FENTRESS COUNTY GENERAL HOSPITAL, LLC**" (the "Converted Entity"), and shall be effective only upon its due approval and authorization by the unanimous written consent of the holders of all outstanding shares of the capital stock of the Converting Entity.

1. The name of the Converting Entity is HMA Fentress County General Hospital, Inc., a Tennessee corporation, and the name of the Converted Entity is HMA Fentress County General Hospital, LLC, a Tennessee limited liability company.

2. All of the issued and outstanding shares of the Converting Entity are owned by Health Management Associates, Inc. and represent a 100% ownership interest in the Converting Entity. Upon the filing of the Articles of Conversion for the Converting Entity, such 100% ownership of the Converting Entity by Health Management Associates, Inc. shall be shall be converted into a 100% membership interest in the Converted Entity.

3. Subject to the approval and adoption of this Plan by the shareholders and Board of Directors of the Converting Entity, the conversion will become effective upon the filing of the Articles of Conversion with the Tennessee Secretary of State.

4. A true and correct copy of the Articles of Organization of the Converted Entity is attached hereto as Exhibit A.

5. Notification of the approval of the conversion will be deemed to be execution of the Operating Agreement by the members of the Converted Entity.

EXHIBIT A

ARTICLES OF ORGANIZATION
OF
HMA FENTRESS COUNTY GENERAL HOSPITAL, LLC

State of Tennessee

Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

ARTICLES OF ORGANIZATION (LIMITED LIABILITY COMPANY)

(For use on or after 7/1/2006)

For Office Use Only

The Articles of Organization presented herein are adopted in accordance with the provisions of the Tennessee Revised Limited Liability Company Act.

1. The name of the Limited Liability Company is: HMA Fentress County General Hospital, LLC

   (NOTE: Pursuant to the provisions of TCA §48-249-106, each limited Liability Company name must contain the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")

2. The name and complete address of the Limited Liability Company's initial registered agent and office located in the state of Tennessee is:
   C T Corporation System
   (Name)
   800 S. Gay Street, Suite 2021 | Knoxville | TN 37929
   (Street address) | *(City)* | *(State/Zip Code)*
   Knoxville
   (County)

3. The Limited Liability Company will be: ***(NOTE: PLEASE MARK APPLICABLE BOX)***
   ☐ Member Managed ☒ Manager Managed ☐ Director Managed

4. Number of Members at the date of filing, if more than six (6): one (1) .

5. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is: (Not to exceed 90 days)
   Date: Upon Filing , _____ Time: _____

6. The complete address of the Limited Liability Company's principal executive office is:
   5811 Pelican Bay Blvd., Suite 500, Naples, FL 34108-2710
   (Street Address) | *(City)* | *(State/County/Zip Code)*

7. Period of Duration if not perpetual: Perpetual

8. Other Provisions:

9. THIS COMPANY IS A NONPROFIT LIMITED LIABILITY COMPANY (Check if applicable) ☐

MAY 1, 2009
Signature Date

Timothy R. Parry
Signature

Senior Vice President of Sole Member
Signer's Capacity (if other than individual capacity)

Timothy R. Parry
Name (printed or typed)

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Exhibit 3.197

SECOND AMENDED AND RESTATED OPERATING AGREEMENT

OF

HMA FENTRESS COUNTY GENERAL HOSPITAL, LLC

January 27, 2014

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SECOND AMENDED AND RESTATED OPERATING AGREEMENT
OF
HMA FENTRESS COUNTY GENERAL HOSPITAL, LLC

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Knoxville HMA Holdings, LLC, a Tennessee limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member has formed a limited liability company (the "Company") pursuant to the provisions of the Tennessee Revised Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be HMA Fentress County General Hospital, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Tennessee is located at c/o Community Health Systems, Inc., 4000 Meridian Boulevard, Franklin, Tennessee 37067, Williamson County. The registered agent of the Company for service of process at such address is Benjamin C. Fordham. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of Articles of Organization with the Tennessee Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board"). Each director shall have all of the powers, rights, duties, and responsibilities of a "manager" under the Act.

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash, and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Member shall fill the vacancy. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Tennessee. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.12 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Tennessee corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Tennessee corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Tennessee corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care and ordinarily prudent person in a like position would exercise under similar

circumstances and, in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company, the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement , to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2 Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 48-249-503(a)(7) – (a)(12) of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in HMA Fentress County General Hospital, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and articles of termination of the articles of organization of the Company are filed with the office of the Secretary of State of the State of Tennessee pursuant to Section 48-249-612 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

KNOXVILLE HMA HOLDINGS, LLC

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Executive Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Knoxville HMA Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.198

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:51 PM 12/27/2012
FILED 04:35 PM 12/27/2012
SRV 121397338 - 4634558 FILE

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A LIMITED LIABILITY COMPANY TO A
LIMITED PARTNERSHIP PURSUANT TO
SECTION 17-217 OF THE LIMITED PARTNERSHIP ACT

1. The jurisdiction where the Limited Liability Company first formed is **Delaware.**

2. The jurisdiction immediately prior to filing this Certificate is **Delaware.**

3. The date the limited liability company was first formed is December 16, 2008.

4. The name of the limited liability company immediately prior to filing this Certificate is **HMA Hospitals Holdings, LLC.**

5. The name of the Limited Partnership as set forth in the Certificate of Limited Partnership is **HMA Hospitals Holdings, LP.**

(Signature page follows)

S2 V15

IN WITNESS WHEREOF, the undersigned has executed this Certificate this December 27, 2012.

By: /s/ Kathleen K. Holloway
Name: Kathleen K. Holloway
Title: ASSISTANT SECRETARY

S2 V15

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:51 PM 12/27/2012
FILED 04:35 PM 12/27/2012
SRV 121397338 - 4634558 FILE

STATE *of* DELAWARE
CERTIFICATE *of* LIMITED PARTNERSHIP

The Undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, do hereby certify as follows:

First: The name of the limited partnership is **HMA Hospitals Holdings, LP.**

Second: The address of its registered office in the State of Delaware is: Company Trust Center, 1209 Orange Street, in the City of Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is The Company Trust Company.

Third: The name and mailing address of the sole general partner is as follows: Health Management General Partner, LLC, 5811 Pelican Bay Blvd., Suite 500, Naples, FL 34108.

(signature page follows)

S2 V15

IN WITNESS WHEREOF, the undersigned has executed this Certificate of limited Partnership as of 27th day of December, 2012, A.D.

HEALTH MANAGEMENT GENERAL PARTNER, LLC
GENERAL PARTNER

BY: /s/ Kathleen K. Holloway
Name: Kathleen K. Holloway
Title: ASSISTANT SECRETARY

S2 V15

Exhibit 3.199

LIMITED PARTNERSHIP AGREEMENT

OF

HMA HOSPITALS HOLDINGS, LP

THIS LIMITED PARTNERSHIP AGREEMENT (this "Agreement") is made as of the 27th day of December, 2012, by and between **HEALTH MANAGEMENT GENERAL PARTNER, LLC,** a Delaware limited liability company (referred to as "General Partner"), and **HEALTH MANAGEMENT ASSOCIATES, INC.,** a Delaware corporation (referred to as "Limited Partner"). General Partner and Limited Partner are herein collectively referred to as "Partners" and are Partners in the partnership known as HMA Hospitals Holdings, LP (the "Partnership"), which was formed on December 27, 2012 when the General Partner caused a certificate of limited partnership (the "Certificate") to be filed in the office of the Secretary of State of Delaware in accordance with the provisions of the Delaware Revised Uniform Limited Partnership Act (the "Act").

WHEREAS, upon formation of the Partnership, General Partner and Limited Partner made the initial capital contributions and received the partnership interest and the number of partnership units set forth in Paragraph 5.01 of this Agreement; and

WHEREAS, the Partners desire to enter into this Agreement to govern the affairs of the Partnership and its business under the Act.

NOW, THEREFORE, it is mutually agreed as follows:

SECTION 1.
Name

1.01 **Partnership Name.** The Partnership's name is HMA Hospitals Holdings, LLC, LP.

SECTION 2.
Place of Business and Registered Agent

2.01 **Place of Business**. The Partnership's principal place of business is located at the following address: 5811 Pelican Bay Blvd., Suite 500, Naples, FL 34108. The General Partner may from time to time change the Partnership's principal place of business to another location or add additional places of business.

2.02 **Registered Agent**. The registered agent for the Partnership shall be the Partnership's registered agent for service of process against the Partnership as stated in the Certificate of Limited Partnership: The Company Trust Company, Company Trust Center, 1209 Orange Street, in the City of Wilmington, Delaware 19801.

SECTION 3.
Business

3.01 **Purpose.** The Partnership's purpose is to engage in any lawful business permitted under the Act. The Partnership shall have the power to do any and all acts necessary, appropriate, proper, advisable, incidental or convenient to or in furtherance of the purpose of the Partnership and shall have without limitation, any and all powers that may be exercised on behalf of the Partnership by the General Partner pursuant to this Agreement or the Act.

SECTION 4.
Term of Partnership

4.01 **Initial Term.** The Partnership began on the date of filing of the Certificate of Limited Partnership and shall continue until the winding up and liquidation of the Partnership and its business is completed, as provided in this Agreement, unless terminated sooner pursuant to this Agreement.

SECTION 5.
Capital and Capital Accounts

5.01 **Capital Contributions.** Each of the Partners has contributed to the capital of the Partnership, in cash or other consideration, set forth opposite its name and therefore possess the partnership interest and number of partnership units indicated:

Name	Capital Contribution	Partnership Interest	Partnership Units
Health Management General Partner, LLC	$ 1.00	1%	1
Health Management Associates, Inc.	Membership Interest in HMA Hospitals Holdings, LLC	99%	99

5.02 **Each Partner's Share**. A Capital Account shall be maintained for each Partner and shall be credited with the amount of its capital contribution to the Partnership. Each capital account shall be established and maintained in compliance with Section 704 of the Internal Revenue Code of 1986 (the "Code") and all applicable temporary and final tax regulations under the Code ("Treasury Regulations"), and any amendments thereof. No interest shall be paid on partnership capital.

5.03 **Additions**. No Limited Partner shall be required to make any additional capital contribution to the Partnership in excess of the amount described in Paragraph 5.01 above. The General Partner shall make such additional capital contributions as it deems necessary in its discretion to carry on the business of the Partnership.

5.04 **Adjustments**. Each Partner's capital account shall be adjusted whenever necessary to reflect: (1) its distributive share of Partnership profits and losses, including capital gains and losses, (ii) contributions made to the Partnership by the Partner, and (iii) distributions made by the Partnership to the Partner. A Partner's loans to the Partnership shall not be added to its capital account.

5.05 **Withdrawal of Capital**. No General or Limited Partner may withdraw any or all of its capital contribution without the prior written consent of the General Partner.

5.06 **Partnership Units**. The number of partnership units set forth in Section 5.01 above represent each Partner's partnership interest in the Partnership. Each Partner's partnership units may, but need not, be evidenced by unit certificates in such form as the General Partner may from time to time prescribe. If unit certificates are issued, the number of partnership units held by a Partner shall be designated on that Partner's unit certificate. Unit certificates, if any, shall be signed by the General Partner or an officer of the General Partner and registered in such manner, if any, as the General Partner may prescribe.

SECTION 6.
Profits and Losses; Tax

6.01 **Profits and Losses**. Except as otherwise provided herein, the Partnership's net profits and losses, and every item of income, deduction, gain, loss, and credit therein, shall be allocated between and borne by the Partners in the following percentages:

Name	Percent
Health Management General Partner, LLC	1%
Health Management Associates, Inc.	99%

Notwithstanding any other provision of this Paragraph, income, deduction, gain, loss, and credit with respect to property contributed to the Partnership by a Partner shall be shared among the Partners so as to take account of any variation between the basis of the property so contributed and its fair market value at the time of contribution, in accordance with the Code and any applicable Treasury Regulations. No Limited Partner will be liable for any debts, liabilities or other obligations of the Partnership in excess of the amount of its capital contribution.

6.02 **Allocation to General Partner**. Notwithstanding any provision of this Agreement to the contrary, at all times during the existence of the Partnership, the interest of the General Partner in each item of income, deduction, gain, loss, or credit will be equal to at least 1% of each such item.

6.03 **Distributions of Profits**. The Partnership shall distribute profits at such times and in such amounts as determined by the General Partner, after setting aside such amounts as may be deemed necessary to create adequate reserves for future capital needs. All distributions to the Partners shall be made in proportions in which net profits and losses are allocated under Paragraph 6.1 above.

6.04 **Assignment of Dissolution**. In the event of an assignment of a partnership interest or of the dissolution or termination of any Partner, profits and losses shall be allocated on the basis of the number of days in the particular year during which each Partner owned its partnership interest, or on any other reasonable basis consistent with applicable United States tax laws and regulations.

6.05 **Taxes**. The Partnership shall be taxed as a corporation and the Partnership will make such filings as are necessary and consistent with such election.

SECTION 7.
Management and Operations

7.01 **Limited Partners**. The Limited Partners shall take no part in and have no vote respecting the management and operations of the Partnership.

7.02 **General Partner**. The General Partner has the full and exclusive power on the Partnership's behalf, in its name, to manage, control, administer and operate its business and affairs and to do or cause to be done anything the General Partner deem necessary or appropriate for the Partnership's business.

7.03 **Compensation**. The General Partner shall not be entitled to any compensation for management of the Partnership's business.

7.04 **Expenses**. All reasonable expenses incurred by the General Partner in managing and conducting the Partnership's business, including, but not limited to overhead, administrative and travel expenses, and professional, technical, administrative, and other services, will be reimbursed by the Partnership.

SECTION 8.
Books and Records

8.01 **General**. The Partnership shall maintain adequate accounting books and records. The books and records will be kept on a basis consistent with past practices, and shall reflect all Partnership transactions and be appropriate and adequate for all Partnership business. The Partnership books shall be kept based on a fiscal year commencing on January 1 and ending December 31. The Partnership's records shall be maintained at the Partnership's principal place of business.

SECTION 9.
Banking

9.01 **Partnership Bank Accounts**. All Partnership funds will be deposited in its name in such accounts as the General Partner designates. All withdrawals shall be made upon checks signed by a party authorized by the General Partner.

SECTION 10.
Amendments and Modifications

10.01 **Amendments and Modifications**. This Agreement may be amended or modified only upon the unanimous consent of all of the Partners.

SECTION 11.
Dissolution

11.01 **Causes for Dissolution.** The Partnership shall be dissolved upon any of the following events:

A. The General Partner's withdrawal or adjudication of bankruptcy, or the occurrence of any other event causing dissolution of a Limited Partnership under the Act. However, if, within six (6) months from such General Partner's withdrawal, dissolution, or adjudication of bankruptcy, the other Partners elect to continue the Partnership, then the Partnership will continue under this Agreement.

B. Whenever the General Partner determines it to be in the best interest of the Partnership that it be dissolved.

11.02 **Upon Dissolution.** Upon its dissolution, the Partnership will terminate and immediately commence to wind up its affairs. The Partners shall continue to share in profits and losses during liquidation in the same manner and proportions as they did before dissolution. The partnership's assets may be sold, if a price deemed reasonable by the General Partner may be obtained. The proceeds from liquidation of Partnership assets shall be applied as follows:

A. First, to the Partnership's debts and liabilities to persons other than Partners, which shall be paid and discharged in the order of priority as provided by law;

B. Second, to debts and liabilities, including the balance of unpaid guaranteed payments, if any, to Partners, which shall be paid and discharged in the order of priority as provided by law; and

C. Third, the remaining assets shall be distributed proportionately first, to the Limited Partner, second, to the General Partner, in the proportion in which net profits and net losses are allocated under Paragraph 6.01 above.

11.03 **Winding Up.** The winding up of Partnership affairs and the liquidation and distribution of its assets shall be conducted by the General Partner, who is hereby authorized to do any and all acts and things authorized by law in order to effect such liquidation and distribution of the Partnership's assets.

SECTION 12.
Miscellaneous

12.01 **Non-Waiver.** Any party's failure to seek redress for violation of or to insist upon the strict performance of any provision of this Agreement shall not be deemed a waiver and will not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

12.02 **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is invalid for any reason whatsoever, its invalidity will not affect the validity of the remainder of the Agreement.

12.03 **Good Faith.** The doing of any act or the failure to do any act by a Partner or the Partnership, the effect of which causes any loss or damage to the Partnership, will not subject such Partner or the Partnership to any liability, if done in good faith to promote the Partnership's best interests.

12.04 **Governing Law.** This Agreement is to be construed according to the laws of the State of Delaware.

12.05 **Other Business Activities.** Every Partner may also engage in whatever business activities he, she or it chooses without having or incurring any obligation to offer any interest in such activities to any party hereof.

12.06 **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

12.07 **Waiver of Partition.** Each of the parties waives during the term of the Partnership any right that it may have to maintain any action for partition with respect to the Partnership's property or assets.

12.08 **Binding Terms.** The terms of this Agreement are binding upon and inure to the benefit of the parties and, to the extent permitted by this Agreement, the administrators, legal representatives, successors and assigns of such party.

12.09 **Personal Property.** The interests of each Partner in the Partnership are personal property.

12.10 **Gender and Number.** Unless the context requires otherwise, the use of a pronoun includes the masculine and the neuter, and vice versa, and the use of the singular includes the plural, and vice versa.

(signature page follows)

IN WITNESS WHEREOF, the undersigned have executed this Limited Partnership Agreement, effective as of the date written above.

GENERAL PARTNER:

HEALTH MANAGEMENT GENERAL PARTNER, LLC

By: /s/ Kathleen K. Holloway
Name: Kathleen K. Holloway
Title: Secretary

LIMITED PARTNER:

HEALTH MANAGEMENT ASSOCIATES, INC.

By: /s/ Kathleen K. Holloway
Name: Kathleen K. Holloway
Title: Secretary

Exhibit 3.200

CERTIFICATE OF CONVERSION
FOR HMA SANTA ROSA MEDICAL CENTER, INC., AN "OTHER BUSINESS ENTITY"
INTO HMA SANTA ROSA MEDICAL CENTER, LLC, A FLORIDA LIMITED LIABILITY COMPANY

THIS CERTIFICATE OF CONVERSION ("***Certificate***") and attached Articles of Organization ("***Articles***") are submitted to the Florida Department of Corporations to convert HMA Santa Rosa Medical Center, Inc., a Florida corporation into a Florida limited liability company in accordance with §608.439, Florida Statutes.

RECITALS:

WHEREAS, HMA Santa Rosa Medical Center, Inc. (the "***Converting Entity***") is a Florida corporation that approved and adopted a Plan of Conversion to convert into a Florida limited liability company;

WHEREAS, the Converting Entity is a qualifying "Other Business Entity" under §608.439, Florida Statutes; and

WHEREAS, the Articles of Organization approved by the Converting Entity is attached to govern HMA Santa Rosa Medical Center, LLC (the "***Converted Entity***"), the Florida limited liability company that results from the filing of this Certificate;

PROVISIONS:

Now, THEREFORE, in consideration of the representations, promises, covenants and undertakings of the parties hereto and such other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Certificate of Conversion is as follows:

1. Identity of "Other Business Entity." The name of the "Other Business Entity" immediately prior to the filing of this Certificate of Conversion is the Converting Entity, HMA Santa Rosa Medical Center, Inc., which was first and is presently incorporated under the laws of the State of Florida on December 29, 2008.

2. Name of the Florida Limited Liability Company. The name of the Florida limited liability company, as set forth in the attached Articles of Organization, is the Converted Entity, HMA Santa Rosa Medical Center, LLC.

3. Effective Date. This conversion shall be effective on the date this document is filed by the Florida Division of Corporations.

4. Articles of Organization. The Articles of Organization adopted for the Converted Entity are attached hereto and incorporated herein as Exhibit A, in accordance with §608.439, Florida Statutes.

5. Governing Law. This Certificate shall be interpreted, construed and enforced in accordance with the laws of the State of Florida, without reference to the principles of conflicts of laws.

6. Partial Invalidity. If any provision of this Certificate is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it shall then appear. The invalidity or unenforceability of any particular provision of this Certificate will not affect other provisions and this Certificate will be construed in all respects as if the invalid or unenforceable provision were omitted.

7. Counterparts. This Certificate may be executed in any number of counterparts and each of such counterparts shall for all purposes be binding, notwithstanding that all of the parties thereto are not signatories to the same counterpart.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned execute this Certificate of Conversion.

Signed this 23 day of December, 2008.

Signature of Member of limited liability company:

HMA SANTA ROSA MEDICAL CENTER, LLC

/s/ Timothy R. Parry
Health Management Associates, Inc.
By: Timothy R. Parry, Senior Vice President

Signature on behalf of "Other Business Entity":

HMA SANTA ROSA MEDICAL CENTER, INC.

/s/ Timothy R. Parry
Timothy R. Parry, Senior Vice President

EXHIBIT A

ARTICLES OF ORGANIZATION

ARTICLES OF ORGANIZATION
OF
HMA SANTA ROSA MEDICAL CENTER, LLC

ARTICLE I. Name. The name of the limited liability company is:

HMA Santa Rosa Medical Center, LLC

ARTICLE II. Address. The street address and the mailing address of the principal office of HMA Santa Rosa Medical Center, LLC is:

Principal Office Address:
5811 Pelican Bay Blvd., Suite 500
Naples, FL 34108

Mailing Address:
5811 Pelican Bay Blvd., Suite 500
Naples, FL 34108

ARTICLE III. Registered Agent, Registered Office, and Registered Agent's Acceptance of Appointment. The name and Florida street address of the HMA Santa Rosa Medical Center, LLC's Registered Agent are:

CT Corporation System
1200 South Pine Island Road
Plantation, FL 33324

The registered agent's signature, evidencing its acceptance of the appointment, is furnished on the separate signature page.

ARTICLE IV. Manager. HMA Santa Rosa Medical Center, LLC shall be manager-managed. The name, address, and title designation of the Manager is:

Title:	**Name and Address:**
Manager ("MGR")	Health Management Associates, Inc. 5811 Pelican Bay Blvd., Suite 500 Naples, FL 34108

ARTICLE V. Effective Date. These Articles of Organization shall be effective on the date this document is filed with the Florida Division of Corporations.

[The remainder of this page intentionally left blank.]

In accordance with §608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization of **HMA Florida Santa Rosa Medical Center, LLC**.

HEALTH MANAGEMENT ASSOCIATES, INC., Member

By: /s/ Timothy R. Parry
Name: Timothy R. Parry, Senior Vice President

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate. I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.

CT CORPORATION SYSTEM, Registered Agent

By: /s/ Chris McNeair
Name: **Chris McNeair**
Title: **Assistant Secretary**

Exhibit 3.201

AMENDED AND RESTATED

OPERATING AGREEMENT

OF

HMA SANTA ROSA MEDICAL CENTER, LLC

January 27, 2014

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AMENDED AND RESTATED OPERATING AGREEMENT
OF
HMA SANTA ROSA MEDICAL CENTER, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Florida HMA Holdings, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of Chapter 605, Florida Statutes, the Florida Revised Limited Liability Company Act ("Act"), and all amendments thereto

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be HMA Santa Rosa Medical Center, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Florida is located at 1201 Hays Street, Tallahassee Florida, 32301. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Articles of Organization with the Florida Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc., an affiliated company, on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF MANAGERS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Managers ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual managers, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three managers, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, managers shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of managers shall not shorten an incumbent manager's term. Each manager shall hold office until such manager resigns or is removed. Despite the expiration of a manager's term, such manager shall continue to serve until the manager's successor is elected and qualifies, until there is a decrease in the number of managers or the manager is removed.

10.3 Resignation of Managers. A manager may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Managers by Member. A manager shall be removed by the Member only at a meeting called for the purpose of removing such manager and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the manager. The Member may remove one or more managers with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of managers, the Board shall fill the vacancy, and if the managers remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the managers remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new manager may not take office until the vacancy occurs.

10.6 Compensation of Managers. Managers on the Board shall not be entitled to receive a fee for the manager's services as a manager on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Florida. The Board may permit any or all managers to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all managers participating may simultaneously hear each other during the meeting. A manager participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the managers having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all managers entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of managers fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of managers present shall constitute an act of the Board. A manager who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the manager objects at the beginning of the meeting, or promptly upon the manager's arrival, to holding the meeting or transacting business at the meeting or (ii) the manager's dissent or abstention from the action taken is entered in the minutes of the meeting or the manager delivers written notice of the manager's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a manager who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Florida limited liability company and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and

deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF MANAGERS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The managers and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such manager's or officer's status as a manager or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Florida limited liability company of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a manager or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such manager or officer acting under this Agreement shall not be liable to the Company, the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a manager or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such manager or officer; provided, however, that the foregoing shall not be interpreted or

construed so as to eliminate or restrict any fiduciary duty, including, but not limited to, the duties of loyalty, care, good faith and fair dealing, in such a manner as to be contrary to the provisions of Section 605.0105 of the Act.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each manager or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a manager or officer of the Company, or is or was serving at the request of the Company as a manager, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that (i) the manager or officer has met the standard of conduct described in Section 12.1, and (ii) indemnification under this paragraph does not violate the provisions of Section 605.0105 A manager or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the manager or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a manager or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The manager or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The manager or officer furnishes the Company a written undertaking, executed personally or on the manager's or officer's behalf, to repay the advance if it is ultimately determined that the manager or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the manager or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested

managers or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a manager or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a manager or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The managers and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, managers, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a manager, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a manager or such manager's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Dissociation of Member. Upon the occurrence of any of the events set forth in Section 605.0602 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in HMA Santa Rosa Medical Center, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and articles of dissolution are filed with the office of the Secretary of State of the State of Florida pursuant to Section 605.0707 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

FLORIDA HMA HOLDINGS, LLC

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Executive Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Florida HMA Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.202

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:51 PM 12/27/2012
FILED 04:39 PM 12/27/2012
SRV 121397380 - 5266665 FILE

Certificate of Formation

Pursuant to Section 18-201 of the Delaware Limited Liability Company Act:

1. The name of the limited liability company is HMA Services GP, LLC (the "Company").

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, New Castle County. The name of its registered agent at such address is The Corporation Trust Company.

(signature page follows)

S2 1117

IN WITNESS WHEREOF, an authorized person has executed this Certificate of Formation on the 27th of December, 2012

By: /s/ Kathleen K. Holloway
Name: Kathleen K. Holloway
Title: Authorized Person

S2 1117

Exhibit 3.203

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

HMA SERVICES GP, LLC

January 27, 2014

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AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
OF
HMA SERVICES GP, LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Health Management Associates, LP, a Delaware limited partnership (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be HMA Services GP, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.12 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its

good faith reliance on the provisions of this Agreement, and the provisions of this Agreement , to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or

hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in «Entity Name», LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

HEALTH MANAGEMENT ASSOCIATES, LP

By: Health Management General Partner, LLC
Its: General Partner

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Health Management Associates, LP 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.206

Certificate of Conversion
For
"Other Business Entity"
Into
Florida Limited Liability Company

This Certificate of Conversion **and attached Articles of Organization** are submitted to convert the following **"Other Business Entity" into a Florida Limited Liability Company** in accordance with s.608.439, Florida Statutes.

1. The name of the "Other Business Entity" immediately prior to the filing of this Certificate of Conversion is:

Hospital Management Associates, Inc.
(Enter Name of Other Business Entity)

2. The "Other Business Entity" is a corporation
(Enter entity type. Example: corporation, limited partnership, general partnership, common law or business trust, etc.)

first organized, formed or incorporated under the laws of Florida
(Enter state, or if a non-U.S. entity, the name of the country)

on 10/09/2007.
(Enter date "Other Business Entity" was first organized, formed or incorporated)

3. If the jurisdiction of the "Other Business Entity" was changed, the state or country under the laws of which it is now organized, formed or incorporated:

4. The name of the Florida Limited Liability Company as set forth in the **attached Articles of Organization:**

Hospital Management Associates, LLC
(Enter Name of Florida Limited Liability Company)

5. If not effective on the date of filing, enter the effective date: 12/31/2012 at 11:58 PM.

(The effective date: 1) cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State; AND 2) must be the same as the effective date listed in the attached Articles of Organization, if an effective date is listed therein.)

6. The conversion is permitted by the applicable law(s) governing the other business entity and the conversion complies with such law(s) and the requirements of s.608.439, F.S., in effecting the conversion.

7. The "Other Business Entity" currently exists on the official records of the jurisdiction under which it is currently organized, formed or incorporated.

FL099 - 10/05/2010 C T System Online

Signed this 28th day of December 2012.

Signature of Member or Authorized Representative of Limited Liability Company:

Individual signing affirms that the facts stated in this document are true. Any false information constitutes a third degree felony as provided for in s.817.155, F.S.

Signature of Member or Authorized Representative: /s/ Kathleen K. Holloway
Printed Name: Kathleen K. Holloway Title: Authorized Person

Signature(s) on behalf of Other Business Entity: Individual(s) signing affirm(s) that the facts stated in this document are true. Any false information constitutes a third degree felony as provided for in s.817.155, F.S. [See below for required signature(s).]

Signature: /s/ Kathleen K. Holloway
Printed Name: Kathleen K. Holloway Title: Assistant Secretary

Signature:
Printed Name: Title:

Signature:
Printed Name: Title:

Signature:
Printed Name: Title:

Signature:
Printed Name: Title:

Signature:
Printed Name: Title:

If Florida Corporation:

Signature of Chairman, Vice Chairman, Director, or Officer.
If Directors or Officers have not been selected, an Incorporator must sign.

If Florida General Partnership or Limited Liability Partnership:

Signature of one General Partner.

If Florida Limited Partnership or Limited Liability Limited Partnership:

Signatures of **ALL** General Partners.

All others:

Signature of an authorized person.

Fees:

Certificate of Conversion:	$25.00
Fees for Florida Articles of Organization:	$125.00
Certified Copy:	$30.00 (Optional)
Certificate of Status:	$5.00 (Optional)

FL099 - 10/05/2010 C T System Online

Exhibit 3.207

AMENDED AND RESTATED

OPERATING AGREEMENT

OF

HOSPITAL MANAGEMENT ASSOCIATES, LLC

January 27, 2014

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AMENDED AND RESTATED OPERATING AGREEMENT
OF
HOSPITAL MANAGEMENT ASSOCIATES, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Health Management Associates, Inc., a Delaware corporation (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of Chapter 605, Florida Statutes, the Florida Revised Limited Liability Company Act ("Act"), and all amendments thereto

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Hospital Management Associates, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Florida is located at 1201 Hays Street, Tallahassee, Florida 32301. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Articles of Organization with the Florida Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc., an affiliated company, on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF MANAGERS.

10.1 ***General Powers***. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Managers ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual managers, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three managers, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, managers shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of managers shall not shorten an incumbent manager's term. Each manager shall hold office until such manager resigns or is removed. Despite the expiration of a manager's term, such manager shall continue to serve until the manager's successor is elected and qualifies, until there is a decrease in the number of managers or the manager is removed.

10.3 Resignation of Managers. A manager may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Managers by Member. A manager shall be removed by the Member only at a meeting called for the purpose of removing such manager and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the manager. The Member may remove one or more managers with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of managers, the Board shall fill the vacancy, and if the managers remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the managers remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new manager may not take office until the vacancy occurs.

10.6 Compensation of Managers. Managers on the Board shall not be entitled to receive a fee for the manager's services as a manager on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Florida. The Board may permit any or all managers to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all managers participating may simultaneously hear each other during the meeting. A manager participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the managers having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all managers entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of managers fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of managers present shall constitute an act of the Board. A manager who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the manager objects at the beginning of the meeting, or promptly upon the manager' s arrival, to holding the meeting or transacting business at the meeting or (ii) the manager's dissent or abstention from the action taken is entered in the minutes of the meeting or the manager delivers written notice of the manager's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a manager who votes in favor of the action taken.

10.12 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Florida limited liability company and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and

deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF MANAGERS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The managers and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such manager's or officer's status as a manager or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Florida limited liability company of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a manager or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such manager or officer acting under this Agreement shall not be liable to the Company, the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a manager or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such manager or officer; provided, however, that the foregoing shall not be interpreted or

construed so as to eliminate or restrict any fiduciary duty, including, but not limited to, the duties of loyalty, care, good faith and fair dealing, in such a manner as to be contrary to the provisions of Section 605.0105 of the Act.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each manager or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a manager or officer of the Company, or is or was serving at the request of the Company as a manager, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that (i) the manager or officer has met the standard of conduct described in Section 12.1, and (ii) indemnification under this paragraph does not violate the provisions of Section 605.0105 A manager or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the manager or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a manager or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The manager or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The manager or officer furnishes the Company a written undertaking, executed personally or on the manager's or officer's behalf, to repay the advance if it is ultimately determined that the manager or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the manager or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested

managers or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a manager or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a manager or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The managers and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, managers, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a manager, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a manager or such manager's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Dissociation of Member. Upon the occurrence of any of the events set forth in Section 605.0602 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Hospital Management Associates, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and articles of dissolution are filed with the office of the Secretary of State of the State of Florida pursuant to Section 605.0707 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

HEALTH MANAGEMENT ASSOCIATES, INC.

By: /s/ Rachel A. Seifert

Name: Rachel A. Seifert

Title: Executive Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Health Management Associates, Inc., a Delaware corporation 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.208

Certificate of Conversion
For
"Other Business Organization"
Into
Florida Limited Partnership or Limited Liability Limited Partnership

This Certificate of Conversion **and attached Certificate of Limited Partnership** are submitted to convert the following **"Other Business Entity"** into a **Florida Limited Partnership or Limited Liability Limited Partnership** in accordance with s.620.2104, Florida Statutes.

1. The name of the "Other Business Entity" immediately prior to the filing of this Certificate of Conversion is:

Hospital Management Services of Florida, Inc. P07-111412 .

(Enter Name of Other Business Entity)

2. The "Other Business Entity" is a corporation

(Enter entity type. Example: corporation, limited liability company, sole proprietorship, general partnership, common law or business trust, etc.)

first organized, formed or incorporated under the laws of Florida

(Enter state, or if a non-U.S. entity, the name of the country)

on 10/09/2007.

(Enter date "Other Business Entity" was first organized, formed or incorporated)

3. The name of the Florida Limited Partnership or Limited Liability Limited Partnership as set forth in the **attached Certificate of Limited Partnership:**

Hospital Management Services of Florida, LP

(Enter Name of Florida Limited Partnership or Limited Liability Limited Partnership)

4. The conversion was approved as required by Chapter 620, F.S., and was approved in such a manner that complied with the converting organization's governing law.

5. If not effective on the date of filing, enter the effective date: .

(The effective date: 1) cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State; AND 2) must be the same as the effective date listed in the attached Certificate of Limited Partnership, if an effective date is listed therein.)

6. The conversion is permitted by the applicable law(s) governing the other business entity and the other business entity complies with such law(s) in effecting the conversion.

7. The "Other Business Entity" currently exists on the official records of the jurisdiction under which it is currently organized, formed or incorporated.

Signed this 28th day of December, 2012.

Signature of Each General Partner Listed in Attached Certificate of Limited Partnership/Limited Liability Limited Partnership: Individual(s) signing affirm(s) that the facts stated in this document are true. Any false information constitutes a third degree felony as provided for in s.817.155, F.S.

Signature: /s/ Kathleen K. Holloway
Printed Name: Health Management General Partner, LLC Title: Kathleen K. Holloway, Asst. Secretary

Signature:
Printed Name: Title:

Signature:
Printed Name: Title:

Signature:
Printed Name: Title:

Signature:
Printed Name: Title:

Signature:
Printed Name: Title:

Required Signature(s) on behalf of Other Business Entity: Individual signing affirms that the facts stated in this document are true. Any false information constitutes a third degree felony as provided for in s.817.155, F.S. [See below for required signature(s).]

Signature: /s/ Kathleen K. Holloway
Printed Name: Kathleen K. Holloway Title: Assistant Secretary

If Florida Corporation:

Signature of Chairman, Vice Chairman, Director, or Officer.
If Directors or Officers have not been selected, an Incorporator must sign.

If Florida General Partnership or Limited Liability Partnership:

Signature of one General Partner.

If Florida Limited Liability Company:

Signature of a Member or Authorized Representative.

All others:

Signature of an authorized person.

Fees:

Certificate of Conversion:	$ 52.50
Fees for Florida Certificate of Limited Partnership: ($965 Filing Fee and $35 Filing Fee)	$1,000.00
Certified Copy:	$52.50 (Optional)
Certificate of Status:	$8.75 (Optional)

FL069 - 10/05/2010 C T System Online

CERTIFICATE OF LIMITED PARTNERSHIP
FOR
FLORIDA LIMITED PARTNERSHIP
OR
LIMITED LIABILITY LIMITED PARTNERSHIP

1. Hospital Management Services of Florida, LP .

(Name of Limited Partnership or Limited Liability Limited Partnership, *which must include suffix)*
Acceptable Limited Partnership suffixes: Limited Partnership, Limited, L.P., LP, or Ltd.
Acceptable Limited Liability Limited Partnership suffixes: Limited Liability Limited Partnership, L.L.L.P. or LLLP.

2. 5811 Pelican Bay Blvd., Suite 500
Street address of initial designated office

Naples, FL 34108

3. CT Corporation System
Name of Registered Agent for Service of Process

4. 1200 S. Pine Island Road
Florida street address for Registered Agent

Plantation, FL 33324

5. *I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with an accept the obligations of my position as registered agent.*

/s/ Maria T. Chambers — Signature of Registered Agent
Maria T. Chambers — Special Assistant Secretary

6. 5811 Pelican Bay Blvd., Suite 500
Mailing address of initial designated office

Naples, FL 34108

7. If limited partnership elects to be a limited liability limited partnership, check box ☐.

FL069 - 10/05/2010 C T System Online

8. Name and business address of each general partner:

Name:	Business Address:
Health Management General Partner, LLC	5811 Pelican Bay Blvd., Suite 500 Naples, FL 34108

9. Effective date, if other than the date of filing: .

(Effective date cannot be prior to nor more than 90 days after the date the document is filed by the Florida Department of State.)

Signed this 28th day of December, 2012.

Signature of each general partner: Individual(s) signing affirm(s) that the facts stated in this document are true. Any false information constitutes a third degree felony as provided for in s.817.155, F.S.

Health Management General Partner, LLC

By: /s/ Kathleen K. Holloway

Kathleen K Holloway, Asst Secy

FL069 - 10/05/2010 C T System Online

STATEMENT OF CORRECTION
FOR
FLORIDA OR FOREIGN LIMITED PARTNERSHIP
OR
LIMITED LIABILITY LIMITED PARTNERSHIP

Hospital Management Services of Florida, LP

Insert name currently on file with Florida Department of State

Pursuant to the provisions of section 620.1207, Florida Statutes, this limited partnership or limited liability limited partnership submits the following certificate of correction.

FIRST: The reason for filing this certificate of correction is:
☒ The record contained false or erroneous information.
☒ The record was defectively signed.

SECOND: This statement corrects Certificate of Conversion and Certificate of Limited Partnership
Specify document type being corrected

filed with the Florida Department of State on January 7, 2013
Insert date document filed with Dept. of State

THIRD: The false or erroneous information or defect is as follows:

(a) The Certificate of Conversion for Hospital Management Services of Florida, LP listed "Health Management General Partner, LLC" as the general partner on page 2, instead of HMA Services GP, LLC, which is the correct general partner of Hospital Management Services of Florida, LP.

(b) The Certificate of Conversion for Hospital Management Services of Florida, LP was executed by "Health Management General Partner, LLC" on page 2, instead of HMA Services GP, LLC, which is the correct general partner of Hospital Management Services of Florida, LP.

(c) Section 8 of the Certificate of Limited Partnership for Hospital Management Services of Florida, LP filed along with the Certificate of Conversion, listed "Health Management General Partner, LLC" as the general partner instead of HMA Services GP, LLC, which is the correct general partner of Hospital Management Services of Florida, LP.

(d) Section 9 of the Certificate of Limited Partnership for Hospital Management Services of Florida, LP filed along with the Certificate of Conversion, was executed by "Health Management General Partner, LLC," instead of HMA Services GP, LLC, which is the correct general partner of Hospital Management Services of Florida, LP.

FOURTH: The false or erroneous information or defect is corrected as follows:

(a) The Certificate of Conversion shall be deemed to list HMA Services GP, LLC, as the general partner for Hospital Management Services of Florida, LP on page 2.

(b) The Certificate of Conversion shall be deemed executed by HMA Services GP, LLC, as the general partner for Hospital Management Services of Florida, LP on page 2.

(c) Section 8 of the Certificate of Limited Partnership shall be deemed to list HMA Services GP, LLC as the sole general partner for Hospital Management Services of Florida, LP, with its primary address being 5811 Pelican Bay Blvd, Suite 500, Naples Florida **34108**.

(d) Section 9 of the Certificate of Limited Partnership shall be deemed executed by HMA Services GP, LLC.

Signature of a general partner*:

*(*Note: If adding or deleting an election to be a limited liability limited partnership statement, all general partners must sign. If adding additional general partner(s), the new general partner(s) must sign).*

HMA Services GP, LLC

By: /s/ Kathleen K. Holloway

Name: Kathleen K. Holloway
Title: Assistant Secretary

Signature(s) of **new** general partner(s), if any:

Filing Fee:	**$52.50**
Certified Copy (optional):	**$52.50**
Certificate of Status (optional):	**$ 8.75**

Exhibit 3.209

LIMITED PARTNERSHIP AGREEMENT

OF

HOSPITAL MANAGEMENT SERVICES OF FLORIDA, LP

THIS LIMITED PARTNERSHIP AGREEMENT (this "Agreement") is made as of the 7th day of January, 2013, by and between **HMA SERVICES GP, LLC**, a Delaware limited liability company (referred to as "General Partner"), and **HEALTH MANAGEMENT ASSOCIATES, LP,** a Delaware limited partnership (referred to as "Limited Partner"). General Partner and Limited Partner are herein collectively referred to as "Partners" and are Partners in the partnership known as Hospital Management Services of Florida, LP (the "Partnership"), which was formed on January 7, 2013, when the General Partner caused a certificate of limited partnership (the "Certificate") to be filed in the office of the Secretary of State of Florida in accordance with the provisions of the Florida Revised Uniform Limited Partnership Act (the "Act").

WHEREAS, upon formation of the Partnership, General Partner and Limited Partner made the initial capital contributions and received the partnership interest and the number of partnership units set forth in Paragraph 5.01 of this Agreement; and

WHEREAS, the Partners desire to enter into this Agreement to govern the affairs of the Partnership and its business under the Act.

NOW, THEREFORE, it is mutually agreed as follows:

SECTION 1.
Name

1.01 **Partnership Name**. The Partnership's name is Hospital Management Services of Florida, LP.

SECTION 2.
Place of Business and Registered Agent

2.01 **Place of Business**. The Partnership's principal place of business is located at the following address: 5811 Pelican Bay Blvd., Suite 500, Naples, FL 34108. The General Partner may from time to time change the Partnership's principal place of business to another location or add additional places of business.

2.02 **Registered Agent**. The registered agent for the Partnership shall be the Partnership's registered agent for service of process against the Partnership as stated in the Certificate of Limited Partnership: Health Management General Partner, LLC, with an address of 5811 Pelican Bay Blvd., Suite 500, Naples, FL 34108.

SECTION 3.
Business

3.01 **Purpose**. The Partnership's purpose is to engage in any lawful business permitted under the Act. The Partnership shall have the power to do any and all acts necessary, appropriate, proper, advisable, incidental or convenient to or in furtherance of the purpose of the Partnership and shall have without limitation, any and all powers that may be exercised on behalf of the Partnership by the General Partner pursuant to this Agreement or the Act.

SECTION 4.
Term of Partnership

4.01 **Initial Term**. The Partnership began on the date of filing of the Certificate of Limited Partnership and shall continue until the winding up and liquidation of the Partnership and its business is completed, as provided in this Agreement, unless terminated sooner pursuant to this Agreement.

SECTION 5.
Capital and Capital Accounts

5.01 **Capital Contributions**. Each of the Partners has contributed to the capital of the Partnership, in cash, the amount set forth opposite its name and therefore possess the partnership interest and number of partnership units indicated:

Name	Capital Contribution	Partnership Interest	Partnership Units
HMA Services GP, LLC	$ 1.00	1%	1
Health Management Associates, LP	$ 99.00	99%	99

5.02 **Each Partner's Share**. A Capital Account shall be maintained for each Partner and shall be credited with the amount of its capital contribution to the Partnership. Each capital account shall be established and maintained in compliance with Section 704 of the Internal Revenue Code of 1986 (the "Code") and all applicable temporary and final tax regulations under the Code ("Treasury Regulations"), and any amendments thereof. No interest shall be paid on partnership capital.

5.03 **Additions**. No Limited Partner shall be required to make any additional capital contribution to the Partnership in excess of the amount described in Paragraph 5.01 above. The General Partner shall make such additional capital contributions as it deems necessary in its discretion to carry on the business of the Partnership.

5.04 **Adjustments**. Each Partner's capital account shall be adjusted whenever necessary to reflect: (1) its distributive share of Partnership profits and losses, including capital gains and losses, (ii) contributions made to the Partnership by the Partner, and (iii) distributions made by the Partnership to the Partner. A Partner's loans to the Partnership shall not be added to its capital account.

5.05 **Withdrawal of Capital**. No General or Limited Partner may withdraw any or all of its capital contribution without the prior written consent of the General Partner.

5.06 **Partnership Units**. The number of partnership units set forth in Section 5.01 above represent each Partner's partnership interest in the Partnership. Each Partner's partnership units may, but need not, be evidenced by unit certificates in such form as the General Partner may from time to time prescribe. If unit certificates are issued, the number of partnership units held by a Partner shall be designated on that Partner's unit certificate. Unit certificates, if any, shall be signed by the General Partner or an officer of the General Partner and registered in such manner, if any, as the General Partner may prescribe.

SECTION 6.
Profits and Losses; Tax

6.01 **Profits and Losses**. Except as otherwise provided herein, the Partnership's net profits and losses, and every item of income, deduction, gain, loss, and credit therein, shall be allocated between and borne by the Partners in the following percentages:

Name	Percent
HMA Services GP, LLC	1%
Health Management Associates, LP	99%

Notwithstanding any other provision of this Paragraph, income, deduction, gain, loss, and credit with respect to property contributed to the Partnership by a Partner shall be shared among the Partners so as to take account of any variation between the basis of the property so contributed and its fair market value at the time of contribution, in accordance with the Code and any applicable Treasury Regulations. No Limited Partner will be liable for any debts, liabilities or other obligations of the Partnership in excess of the amount of its capital contribution.

6.02 **Allocation to General Partner**. Notwithstanding any provision of this Agreement to the contrary, at all times during the existence of the Partnership, the interest of the General Partner in each item of income, deduction, gain, loss, or credit will be equal to at least 1% of each such item.

6.03 **Distributions of Profits**. The Partnership shall distribute profits at such times and in such amounts as determined by the General Partner, after setting aside such amounts as may be deemed necessary to create adequate reserves for future capital needs. All distributions to the Partners shall be made in proportions in which net profits and losses are allocated under Paragraph 6.01 above.

6.04 **Assignment of Dissolution**. In the event of an assignment of a partnership interest or of the dissolution or termination of any Partner, profits and losses shall be allocated on the basis of the number of days in the particular year during which each Partner owned its partnership interest, or on any other reasonable basis consistent with applicable United States tax laws and regulations.

6.05 **Taxes**. The Partnership shall be taxed as a corporation and the Partnership will make such filings as are necessary and consistent with such election.

SECTION 7.
Management and Operations

7.01 **Limited Partners.** The Limited Partners shall take no part in and have no vote respecting the management and operations of the Partnership.

7.02 **General Partner.** The General Partner has the full and exclusive power on the Partnership's behalf, in its name, to manage, control, administer and operate its business and affairs and to do or cause to be done anything the General Partner deem necessary or appropriate for the Partnership's business.

7.03 **Compensation.** The General Partner shall not be entitled to any compensation for management of the Partnership's business.

7.04 **Expenses.** All reasonable expenses incurred by the General Partner in managing and conducting the Partnership's business, including, but not limited to overhead, administrative and travel expenses, and professional, technical, administrative, and other services, will be reimbursed by the Partnership.

SECTION 8.
Books and Records

8.01 **General.** The Partnership shall maintain adequate accounting books and records. The books and records will be kept on a basis consistent with past practices, and shall reflect all Partnership transactions and be appropriate and adequate for all Partnership business. The Partnership books shall be kept based on a fiscal year commencing on January 1 and ending December 31. The Partnership's records shall be maintained at the Partnership's principal place of business.

SECTION 9.
Banking

9.01 **Partnership Bank Accounts.** All Partnership funds will be deposited in its name in such accounts as the General Partner designates. All withdrawals shall be made upon checks signed by a party authorized by the General Partner.

SECTION 10.
Amendments and Modifications

10.01 **Amendments and Modifications.** This Agreement may be amended or modified only upon the unanimous consent of all of the Partners.

SECTION 11.
Dissolution

11.01 **Causes for Dissolution.** The Partnership shall be dissolved upon any of the following events:

A. The General Partner's withdrawal or adjudication of bankruptcy, or the occurrence of any other event causing dissolution of a Limited Partnership under the Act. However, if, within six (6) months from such General Partner's withdrawal, dissolution, or adjudication of bankruptcy, the other Partners elect to continue the Partnership, then the Partnership will continue under this Agreement.

B. Whenever the General Partner determines it to be in the best interest of the Partnership that it be dissolved.

11.02 **Upon Dissolution.** Upon its dissolution, the Partnership will terminate and immediately commence to wind up its affairs. The Partners shall continue to share in profits and losses during liquidation in the same manner and proportions as they did before dissolution. The partnership's assets may be sold, if a price deemed reasonable by the General Partner may be obtained. The proceeds from liquidation of Partnership assets shall be applied as follows:

A. First, to the Partnership's debts and liabilities to persons other than Partners, which shall be paid and discharged in the order of priority as provided by law;

B. Second, to debts and liabilities, including the balance of unpaid guaranteed payments, if any, to Partners, which shall be paid and discharged in the order of priority as provided by law; and

C. Third, the remaining assets shall be distributed proportionately first, to the Limited Partner, second, to the General Partner, in the proportion in which net profits and net losses are allocated under Paragraph 6.01 above.

11.03 **Winding Up.** The winding up of Partnership affairs and the liquidation and distribution of its assets shall be conducted by the General Partner, who is hereby authorized to do any and all acts and things authorized by law in order to effect such liquidation and distribution of the Partnership's assets.

SECTION 12.
Miscellaneous

12.01 **Non-Waiver.** Any party's failure to seek redress for violation of or to insist upon the strict performance of any provision of this Agreement shall not be deemed a waiver and will not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

12.02 **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is invalid for any reason whatsoever, its invalidity will not affect the validity of the remainder of the Agreement.

12.03 **Good Faith.** The doing of any act or the failure to do any act by a Partner or the Partnership, the effect of which causes any loss or damage to the Partnership, will not subject such Partner or the Partnership to any liability, if done in good faith to promote the Partnership's best interests.

12.04 **Governing Law.** This Agreement is to be construed according to the laws of the State of Delaware.

12.05 **Other Business Activities.** Every Partner may also engage in whatever business activities he, she or it chooses without having or incurring any obligation to offer any interest in such activities to any party hereof.

12.06 **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

12.07 **Waiver of Partition.** Each of the parties waives during the term of the Partnership any right that it may have to maintain any action for partition with respect to the Partnership's property or assets.

12.08 **Binding Terms.** The terms of this Agreement are binding upon and inure to the benefit of the parties and, to the extent permitted by this Agreement, the administrators, legal representatives, successors and assigns of such party.

12.09 **Personal Property.** The interests of each Partner in the Partnership are personal property.

12.10 **Gender and Number.** Unless the context requires otherwise, the use of a pronoun includes the masculine and the neuter, and vice versa, and the use of the singular includes the plural, and vice versa.

(signature page follows)

IN WITNESS WHEREOF, the undersigned have executed this Limited Partnership Agreement, effective as of the date written above.

GENERAL PARTNER:

HMA SERVICES GP, LLC
By: Hospital Management Associates, LLC, Manager

By: /s/ Kathleen K. Holloway
Name: Kathleen K. Holloway
Title: Secretary

LIMITED PARTNER:

HEALTH MANAGEMENT ASSOCIATES, LP
By: Health Management General Partner, LLC
General partner

By: /s/ Kathleen K. Holloway
Name: Kathleen K. Holloway
Title: Secretary

Exhibit 3.218

Business ID: 938738
Date Filed: 09/25/2008 12:00 PM
C. Delbert Hosemann, Jr.
Secretary of State

F0100

OFFICE OF THE SECRETARY OF STATE
P O BOX 136, JACKSON, MS 39205-0136
(601)359-1633

Mississippi LLC Certificate of Formation

The undersigned hereby executes the following document and sets forth:
(fields marked with an asterisks are required)

1. Name of the Limited Liability Company: (The name must include the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")

⇨* Jackson HMA, LLC

2. The future effective date is (Complete if Applicable)

3. Federal Tax ID if available (Do not put Social Security Number in the box)

⇨ 64-0907122

4. Name and Street Address of the Registered Agent and Registered Office is (must be in Mississippi)

⇨ *Name: C T Corporation System

⇨ *Physical Address: 645 Lakeland East Drive, Suite 101

⇨ P.O. Box:

*City: Flowood | MS | 39232
* State * Zip4 – Zip 5

5. If the Limited Liability Company is to have a specific date of dissolution, the latest date upon which the Limited Liability Company is to dissolve is

⇨

6. Is full or partial management of the Limited Liability Company vested in a manager or managers? (Mark Appropriate box)

⇨* ☒ Yes ☐ No

7. Other matters the managers or members elect to include: (Attach additional pages if necessary)

⇨

⇨

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Rev. 02/08

1 of 2

MS935 - 02/12/2008 C T System Online

F0100

OFFICE OF THE SECRETARY OF STATE
P O BOX 136, JACKSON, MS 39205-0136
(601)359-1633

Certificate of Formation

8. Signatures: This certificate must be signed by at least one member, manager, or organizer. (If signed by "manager" box 6 on page one 1 should be marked "yes".) The name, title, and address of each signer should be included in the spaces indicated. This page may be duplicated for additional signatures.

* Printed Name: Timothy R. Parry * Title: Sr. Vice President

* By: Signature: Timothy R. Parry (please keep writing within blocks)

Street and Mailing Address

⇨ * Physical Address: 5811 Pelican Bay Blvd., Suite 500

⇨ * P. O. Box:

⇨ * City: Naples FL (State) 34108 (Zip4 – Zip5)

Printed Name: Title:

By: Signature: (please keep writing within blocks)

Street and Mailing Address

⇨ Physical Address:

⇨ P. O. Box:

⇨ City: State Zip4 – Zip 5

Rev. 02/08

MS015 - 02/12/2008 C T System Online

864570 SEP 25 08

Business ID: 938738
Date Filed: 10/09/2008 05:00 PM
C. Delbert Hosemann, Jr.
Secretary of State

F0102 - Page 1 of 2

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Certificate of Merger

The undersigned Limited Liability Companies, pursuant to Senate Bill 2395, Chapter 402, Laws of 1994, hereby execute the following Certificate of Merger and set forth:

1. The names and jurisdiction of formation or organization of the Limited Liability Companies

Jackson HMA, LLC, a Delaware limited liability company (Non-Survivor)

Jackson HMA, LLC, a Mississippi limited liability company (Survivor)

2. The plan or agreement of merger has been approved and executed by each party to the merger

3. The name of the surviving Limited Liability Company

Jackson HMA, LLC

4. The future effective date is (Complete if applicable)

5. The plan or agreement of merger. (~~Attached~~) is attached.

6. The Secretary of State of Mississippi is appointed the registered agent of this Limited Liability Company for service process in a proceeding to enforce any obligation of each domestic Limited Liability Company party to the merger. (Applicable only if the surviving organization is a Foreign Limited Liability Company.)

Name of Limited Liability Company: Jackson HMA, LLC (DE LLC)

By: Signature: By: Hospital Management Associates, Inc. - Manager

(Please keep writing within blocks)

Printed Name: Timothy R. Parry

Title: Sr. Vice President

08-10-2008 01:59:08

Rev. 01/96

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Merger

Street and Mailing Address

Physical Address	5811 Pelican Bay Blvd., Suite 500
P.O. Box	
City, State, ZIP5, ZIP4	Naples / FL / 34108 -2710

Name of Limited Liability Company: Jackson HMA, LLC (MS LLC)

By: Signature: By: Hospital Management Associates, Inc., Manager (Please keep writing within blocks)

Printed Name: Timothy R. Parry Title: Sr. Vice President

Street and Mailing Address

Physical Address	5811 Pelican Bay Blvd., Suite 500
P.O. Box	
City, State, ZIP5, ZIP4	Naples / FL / 34108 -2710

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Rev. 01/96

PLAN OF MERGER
BETWEEN
JACKSON HMA, LLC
(A DELAWARE LIMITED LIABILITY COMPANY)
AND
JACKSON HMA, LLC
(A MISSISSIPPI LIMITED LIABILITY COMPANY)

This Plan and Agreement of Merger, dated this 7th day of October, 2008, is made pursuant to Section 79-29-209 of the Mississippi Limited Liability Company Act, between **Jackson HMA, LLC**, a Delaware limited liability company and **Jackson HMA, LLC**, a Mississippi limited liability company.

WITNESSETH that:

WHEREAS, Jackson HMA, LLC is a limited liability company organized and existing under the laws of the State of Delaware, its Certificate of Formation having been filed in the Office of the Delaware Secretary of State on October 6, 2008 (together with a Certificate of Conversion of Jackson HMA, Inc., converting such corporation to a limited liability company, Jackson HMA, LLC); and

WHEREAS, Jackson HMA, LLC is a Limited liability company organized and existing under the laws of the State of Mississippi, its Certificate of Formation having been filed in the Office of the Mississippi Secretary of State on September 25, 2008; and

WHEREAS, the Sole Member of each constituent limited liability company deems it advisable that Jackson HMA, LLC, a Delaware limited liability company, be merged into Jackson HMA, LLC, a Mississippi limited liability company, on the terms and conditions hereinafter set forth, in accordance with the applicable statutes of Delaware and Mississippi;

NOW, THEREFORE, the limited liability companies, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

ARTICLE ONE

Pursuant to the provisions of the laws of the states of Delaware and Mississippi, Jackson HMA, LLC, a Delaware limited liability company, hereby merges into Jackson HMA, LLC, a Mississippi limited liability company, which shall be the surviving limited liability company.

ARTICLE TWO

The Certificate of Formation of Jackson HMA, LLC, a Mississippi limited liability company, as heretofore amended, is in effect on the date of the merger provided for in this Agreement and shall continue in full force and effect as the Certificate of Formation of the limited liability company surviving this merger.

ARTICLE THREE

The authorized ownership of each limited liability company which is a party to the merger is as follows:

(a) Health Management Associates, Inc., a Delaware corporation, is the Sole Member of Jackson HMA, LLC, a Delaware limited liability company, and owns one thousand (1,000) ownership units representing a 100% ownership interest in Jackson HMA, LLC, a Delaware limited liability company. The number of such ownership units is not subject to change prior to the effective date of the merger.

(b) Health Management Associates, Inc., a Delaware corporation, is the Sole Member of Jackson HMA, LLC, a Mississippi limited liability company, and owns one hundred (100) ownership units representing a 100% ownership interest in Jackson HMA, LLC, a Mississippi limited liability company. The number of such ownership units is not subject to change prior to the effective date of the merger.

ARTICLE FOUR

The manner of converting the ownership units of each constituent limited liability company into units or other securities of the surviving limited liability company shall be as follows:

(a) The one hundred (100) ownership units of Jackson HMA, LLC, a Mississippi limited liability company, which shall be issued and outstanding immediately prior to the effective date of this Agreement, shall remain issued and outstanding.

(b) The one thousand (1,000) ownership units of Jackson HMA, LLC, a Delaware limited liability company, outstanding immediately prior to the effective date of the merger shall be automatically cancelled and extinguished and converted into and become the right to receive one hundred (100) ownership units of Jackson HMA, LLC, a Mississippi limited liability company.

ARTICLE FIVE

The terms and conditions of the merger are as follows:

(a) The limited liability company agreement of Jackson HMA, LLC, a Mississippi limited liability company, as it shall exist on the effective date of this Agreement shall be and remain the limited liability company agreement of the surviving limited liability company until the same shall be altered, amended and repealed as therein provided.

(b) The officers of Jackson HMA, LLC, a Mississippi limited liability company, shall continue in office until the Manager of Jackson HMA, LLC, a Mississippi limited liability company, shall elect new officers.

(c) This merger shall become effective upon filing with the Secretary of State of Mississippi.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged limited liability company shall be transferred to, vested in and devolve upon the

surviving limited liability company without further act or deed and all property, rights, and every other interest of the surviving limited liability company and the merged limited liability company shall be as effectively the property of the surviving limited liability company as they were of the surviving limited liability company and the merged limited liability company respectively. The merged limited liability company hereby agrees from time to time, as and when requested by the surviving limited liability company or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving limited liability company may deem to be necessary or desirable in order to vest in and confirm to the surviving limited liability company title to and possession of any property of the merged limited liability company acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers of the merged limited liability company and the proper officers of the surviving limited liability company are fully authorized in the name of the merged limited liability company or otherwise to take any and all such action.

****

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their Sole Member have caused these presents to be executed by the Senior Vice President of each party hereto as the respective act, deed and agreement of said limited liability company on this 7th day of October, 2008.

JACKSON HMA, LLC
(a Delaware limited liability company)

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

JACKSON HMA, LLC
(a Mississippi limited liability company)

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

Exhibit 3.219

SECOND AMENDED AND RESTATED

OPERATING AGREEMENT

OF

JACKSON HMA, LLC

January 27, 2014

GLOSSARY OF DEFINED TERMS

Defined Terms	*Section*
Act	1.1
Affiliate	13.
Agreement	Preamble
Board	10.1
Chairman	10.11
Company	1.1
Liability	12.2
Member	Preamble
Units	4.1

SECOND AMENDED AND RESTATED
OPERATING AGREEMENT
OF
JACKSON HMA, LLC

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Mississippi HMA Holdings II, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member has formed a limited liability company (the "Company") pursuant to the provisions of applicable Mississippi law, which limited liability company is governed pursuant to the provisions of the Mississippi Revised Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Jackson HMA, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Mississippi is located at Mirror Lake Plaza, 2829 Lakeland Drive, Suite 1502, Flowood, Mississippi 39232, Rankin County. The registered agent of the Company for service of process at such address is CSC of Rankin County, Inc. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Mississippi Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board"). Each director shall have all of the powers, rights, duties, and responsibilities of a "manager" under the Act.

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Member from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash, and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Member shall fill the vacancy. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Mississippi. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.12 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Mississippi corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice

President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Mississippi corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Mississippi corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith and with fair dealing, with the care an ordinarily prudent person in a like position would exercise

under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement , to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2 **Indemnification.**

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 79-29-313(3) or 79-29-709 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Jackson HMA, LLC and shall be a security or purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of dissolution of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Mississippi pursuant to Section 79-29-205 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

***16.1* Amendment.**

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Mississippi without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

MISSISSIPPI HMA HOLDINGS II, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Mississippi HMA Holdings II, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.224

ARTICLES OF ORGANIZATION (LIMITED LIABILITY COMPANY) (For use on or after 7/1/2006)	*For Office Use Only*

6903.0367

The Articles of Organization presented herein are adopted in accordance with the provisions of the Tennessee Revised Limited Liability Company Act.

1. The name of the Limited Liability Company is: Jefferson Country HMA, LLC

(NOTE: Pursuant to the provisions of TCA §48-249-106, each limited Liability Company name must contain the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")

2. The name and complete address of the Limited Liability Company's initial registered agent and office located in the state of Tennessee is:
CT Corporation System
(Name)
800 S. Gay Street, Suite 2021 Knoxville TN 37929
(Street address) *(City)* *(State/Zip Code)*
Knox
(County)

3. The Limited Liability Company will be: ***(NOTE: PLEASE MARK APPLICABLE BOX)***
☐ Member Managed ☒ Manager Managed ☐ Director Managed

4. Number of Members at the date of filing, if more than six (6): _____.

5. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is: (Not to exceed 90 days)
Date: _____ , _____ Time: _____

6. The complete address of the Limited Liability Company's principal executive office is:
5811 Pelican Bay Blvd, Suite 500 Naples FL 34108
(Street Address) *(City)* *(State/County/Zip Code)*

7. Period of Duration if not perpetual: _____

8. Other Provisions:

9. THIS COMPANY IS A NONPROFIT LIMITED LIABILITY COMPANY (Check if applicable) ☐

June 8, 2011
Signature Date

/s/ Timothy R. Parry
Signature

Organizer
Signer's Capacity (if other than individual capacity)

Timothy R. Parry
Name (printed or typed)

SS-4270 (Rev. 05/06) Filing Fee: $50 per member (minimum fee = $300, maximum fee = $3,000 RDA 2458

TN043 - 02/01/2008 C T System Online

Exhibit 3.225

AMENDED AND RESTATED OPERATING AGREEMENT

OF

JEFFERSON COUNTY HMA, LLC

January 27, 2014

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AMENDED AND RESTATED OPERATING AGREEMENT
OF
JEFFERSON COUNTY HMA, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Knoxville HMA Holdings, LLC, a Tennessee limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member has formed a limited liability company (the "Company") pursuant to the provisions of the Tennessee Revised Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Jefferson County HMA, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Tennessee is located at c/o Community Health Systems, Inc., 4000 Meridian Boulevard, Franklin, Tennessee 37067, Williamson County. The registered agent of the Company for service of process at such address is Benjamin C. Fordham. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of Articles of Organization with the Tennessee Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.l, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board"). Each director shall have all of the powers, rights, duties, and responsibilities of a "manager" under the Act.

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash, and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Member shall fill the vacancy. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Tennessee. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.12 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Tennessee corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice

President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Tennessee corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Tennessee corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care and ordinarily prudent person in a like position would exercise under similar

circumstances and, in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company, the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement , to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2 Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 48-249-503(a)(7) – (a)(12) of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Jefferson County HMA, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and articles of termination of the articles of organization of the Company are filed with the office of the Secretary of State of the State of Tennessee pursuant to Section 48-249-612 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

KNOXVILLE HMA HOLDINGS, LLC

By: /s/ Rachel A. Seifert

Name Rachel A.seifert

Title: Executive Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Knoxville HMA Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.232

File Number:
LC0961833
Date Filed: 04/14/2009
Robin Carnahan
Secretary of State

MISSOURI ARTICLES
OF ORGANIZATION

Pursuant to the Missouri Limited Liability Company Act, the undersigned certify the following, that:

1. The name of the limited liability company is: **Kennett HMA, LLC.**

2. The purpose for which the limited liability company is organized is: to engage in any lawful business purpose.

3. The name and address of the limited liability company's registered agent in Missouri is:

CT CORPORATION SYSTEM
120 South Central Avenue
Clayton, MO 63105.

4. The management of the limited liability company is vested in the manager of the company:

Hospital Management Associates, Inc.
5811 Pelican Bay Blvd., Suite 500
Naples, FL 34108.

5. The limited liability company shall continue until dissolved in accordance with the terms of these Articles or by operation of law.

6. The name and street address of the organizer is:

Timothy R. Parry
5811 Pelican Bay Blvd., Suite 500
Naples, FL 34108.

7. The effective date of this document is the date it is filed by the secretary of state.

In affirmation thereof, the facts stated above are true:

/s/ Timothy R. Parry 4-9-09
Timothy R. Parry, Incorporator

File Number:
LC0961833
Date Filed: 04/21/2009
Robin Carnahan
Secretary of State

NOTICE OF MERGER
OF LIMITED LIABILITY COMPANY

Pursuant to the Missouri Limited Liability Company Act, the undersigned certify the following, that:

1. The name and jurisdiction of organization of each limited liability company which is to merge is:

(1) **Kennett HMA, LLC, a Missouri limited liability company**

(2) **Kennett HMA, LLC, a Delaware limited liability company.**

2. The surviving entity and the jurisdiction of its organization or formation is:

Kennett HMA, LLC, a Missouri limited liability company.

3. This merger was authorized and approved by the members of each party to the merger in accordance with the laws of the jurisdiction where it was organized or formed.

4. The articles of organization of the surviving Missouri limited liability company are not amended as a result of the merger.

5. The executed agreement of merger is on file at the principal place of business of the surviving limited liability company, the address of which is: Health Management Associates, Inc., Pelican Bay Boulevard, Suite 500, Naples, FL 34108.

6. A copy of the agreement of merger will be furnished by the surviving entity, on request and without cost, to any member or owner of any entity that is a party to the merger.

7. The effective date of this document is the date it is filed by the secretary of state.

In affirmation thereof, the facts stated above are true this 17th day of April, 2009:

Kennett HMA, LLC
a Missouri limited liability company

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

Kennett HMA, LLC
a Delaware limited liability company

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

Exhibit 3.233

SECOND AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

KENNETT HMA, LLC

January 27, 2014

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SECOND AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
KENNETT HMA, LLC

THIS SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Central States HMA Holdings, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The limited liability company (the "Company") has been formed pursuant to the provisions of the Missouri Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Kennett HMA, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Missouri is located at 221 Bolivar Street, Jefferson City, MO 65101, County of Cole. The registered agent of the Company for service of process at such address is CSC-Lawyers Incorporating Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of Articles of Organization with the Missouri Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 ***General Powers***. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board"). Any reference to a "director" of the Company in this Agreement shall be deemed to be the equivalent of a "manager" as that term is used under the Act.

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash, and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Missouri. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.12 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Missouri corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Missouri corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Missouri corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Missouri corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement , to

the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in

another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Death, Incompetence, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Section 347.117 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Kennett HMA, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a Notice of Winding Up for Limited Liability Company and Articles of Termination for Limited Liability Company are filed with the office of the Secretary of State of the State of Missouri pursuant to Sections 347.137 and 347.045 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

CENTRAL STATES HMA HOLDINGS, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Central States HMA Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.234

Certificate of Conversion
For
"Other Business Entity"
Into
Florida Limited Liability Company

This Certificate of Conversion and attached Articles of Organization are submitted to convert the following **"Other Business Entity" into a Florida limited liability company** in accordance with s.608.439, Florida Statutes.

1. The Name of the "Other Business Entity" immediately prior to the filing of this Certificate of Conversion is:

Key West HMA, Inc.

2. The "Other Business Entity" is a corporation, first incorporated under the laws of the State of Florida on February 5, 1999.

3. The name of the Florida limited liability company as set forth in the attached Articles of Organization:

Key West HMA, LLC

4. This conversion shall be effective on the date this document is filed by the Florida Department of State.

Signed this 20th day of November, 2008.

Signature of Member or Authorized Representative of limited liability company:

Health Management Associates, Inc. Member

By: /s/ Timothy R. Parry
Printed Name: Timothy R. Parry
Title: Senior Vice President and Secretary

Signature on behalf of Other Business Entity:

/s/ Timothy R. Parry
Printed Name: Timothy R. Parry
Title: Senior Vice President and Secretary

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I: name:

The name of the limited liability company is:

Key West HMA, LLC

ARTICLE II: address:

The mailing address and street address of the principal office of the limited liability company is:

Principal Office Address:

5811 Pelican Bay Blvd., Suite 500
Naples, FL 34108

Mailing Address:

5811 Pelican Bay Blvd., Suite 500
Naples, FL 34108

ARTICLE III: Registered Agent, Registered Office & Registered Agent's Signature:

The name and the Florida street address of the registered agent are:

CT Corporation System

1200 South Pine Island Road

Plantation, FL 33324

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate. I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.

CT Corporation System

/s/ Connie Bryan
Registered Agent's Signature (REQUIRED)

ARTICLE IV: Manager(s) or Managing Member(s):

The name and address of each Manager or Managing Member is as follows:

Title:	**Name and Address:**
"MGR" = Manager "MGRM" = Managing Member	
MGR	Hospital Management Associates, Inc. 5811 Pelican Bay Blvd., Suite 500 Naples, FL 34108

ARTICLE V: Effective on the date this document is filed by the Florida Department of State.

REQUIRED SIGNATURE:

By: /s/ Timothy R. Parry

(In accordance with Section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Timothy R. Parry, Senior Vice President of Hospital Management Associates, Inc., Manager

Exhibit 3.235

AMENDED AND RESTATED

OPERATING AGREEMENT

OF

KEY WEST HMA, LLC

January 27, 2014

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AMENDED AND RESTATED OPERATING AGREEMENT
OF
KEY WEST HMA, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Florida HMA Holdings, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of Chapter 605, Florida Statutes, the Florida Revised Limited Liability Company Act ("Act"), and all amendments thereto

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Key West HMA, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Florida is located at 1201 Hays Street, Tallahassee Florida, 32301. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

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4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc., an affiliated company, on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF MANAGERS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Managers ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual managers, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three managers, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, managers shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of managers shall not shorten an incumbent manager's term. Each manager shall hold office until such manager resigns or is removed. Despite the expiration of a manager's term, such manager shall continue to serve until the manager's successor is elected and qualifies, until there is a decrease in the number of managers or the manager is removed.

10.3 Resignation of Managers. A manager may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Managers by Member. A manager shall be removed by the Member only at a meeting called for the purpose of removing such manager and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the manager. The Member may remove one or more managers with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of managers, the Board shall fill the vacancy, and if the managers remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the managers remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new manager may not take office until the vacancy occurs.

10.6 Compensation of Managers. Managers on the Board shall not be entitled to receive a fee for the manager's services as a manager on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Florida. The Board may permit any or all managers to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all managers participating may simultaneously hear each other during the meeting. A manager participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the managers having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all managers entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of managers fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of managers present shall constitute an act of the Board. A manager who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the manager objects at the beginning of the meeting, or promptly upon the manager's arrival, to holding the meeting or transacting business at the meeting or (ii) the manager's dissent or abstention from the action taken is entered in the minutes of the meeting or the manager delivers written notice of the manager's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a manager who votes in favor of the action taken.

10.12 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Florida limited liability company and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and

deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF MANAGERS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The managers and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such manager's or officer's status as a manager or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Florida limited liability company of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a manager or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such manager or officer acting under this Agreement shall not be liable to the Company, the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a manager or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such manager or officer; provided, however, that the foregoing shall not be interpreted or

construed so as to eliminate or restrict any fiduciary duty, including, but not limited to, the duties of loyalty, care, good faith and fair dealing, in such a manner as to be contrary to the provisions of Section 605.0105 of the Act.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each manager or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a manager or officer of the Company, or is or was serving at the request of the Company as a manager, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that (i) the manager or officer has met the standard of conduct described in Section 12.1, and (ii) indemnification under this paragraph does not violate the provisions of Section 605.0105 A manager or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the manager or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a manager or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The manager or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The manager or officer furnishes the Company a written undertaking, executed personally or on the manager's or officer's behalf, to repay the advance if it is ultimately determined that the manager or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the manager or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested

managers or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a manager or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a manager or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The managers and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, managers, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a manager, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a manager or such manager's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Dissociation of Member. Upon the occurrence of any of the events set forth in Section 605.0602 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Key West HMA, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and articles of dissolution are filed with the office of the Secretary of State of the State of Florida pursuant to Section 605.0707 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

FLORIDA HMA HOLDINGS, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Florida HMA Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

RECEIVED
STATE OF TENNESSEE
2011 JUN 10 AM 2:32
TRE HARGETT
SECRETARY OF STATE

5963-6363

State of Tennessee
Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

ARTICLES OF ORGANIZATION (LIMITED LIABILITY COMPANY)

(For use on or after 7/1/2006)

FILED

The Articles of Organization presented herein are adopted in accordance with the provisions of the Tennessee Revised Limited Liability Company Act.

1. The name of the Limited Liability Company is: Knoxville HMA Holdings, LLC

(NOTE: Pursuant to the provisions of TCA §48-249-106, each limited liability company name must contain the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")

2. The name and complete address of the Limited Liability Company's initial registered agent and office located in the state of Tennessee is:
C T Corporation System (Name)
800 S. Gay Street, Suite 2021 (Street address) | Knoxville (City) | TN 37929 (State/Zip Code)
Knox (County)

3. The Limited Liability Company will be: *(NOTE: PLEASE MARK APPLICABLE BOX)*
☐ Member Managed ☒ Manager Managed ☐ Director Managed

4. Number of Members at the date of filing, if more than six (6): _____.

5. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is: (Not to exceed 90 days)
Date: _____, _____ Time: _____

6. The complete address of the Limited Liability Company's principal executive office is:
5811 Pelican Bay Blvd, Suite 500 (Street Address) | Naples (City) | FL 34108 (State/County/Zip Code)

7. Period of Duration if not perpetual: _____

8. Other Provisions:

9. THIS COMPANY IS A NONPROFIT LIMITED LIABILITY COMPANY (Check if applicable) ☐

June 8, 2011
Signature Date

Timothy R. Parry
Signature

Organizer
Signer's Capacity (If other than individual capacity)

Timothy R. Parry
Name (printed or typed)

SS-4270 (Rev. 05/06) Filing Fee: $50 per member (minimum fee = $300, maximum fee = $3,000 RDA 2458

TN-SOS - 03/05/2008 CT System Online

Exhibit 3.239

AMENDED AND RESTATED OPERATING AGREEMENT

OF

KNOXVILLE HMA HOLDINGS, LLC

January 27, 2014

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AMENDED AND RESTATED OPERATING AGREEMENT
OF
KNOXVILLE HMA HOLDINGS, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Tennessee HMA Holdings, LP, a Delaware limited partnership (the "Member").

1. FORMATION.

1.1 Formation. The Member has formed a limited liability company (the "Company") pursuant to the provisions of the Tennessee Revised Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Knoxville HMA Holdings, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Tennessee is located at c/o Community Health Systems, Inc., 4000 Meridian Boulevard, Franklin, Tennessee 37067, Williamson County. The registered agent of the Company for service of process at such address is Benjamin C. Fordham. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of Articles of Organization with the Tennessee Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.l, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

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6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

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7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

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8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board"). Each director shall have all of the powers, rights, duties, and responsibilities of a "manager" under the Act.

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash, and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Member shall fill the vacancy. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Tennessee. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.12 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Tennessee corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Tennessee corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Tennessee corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care and ordinarily prudent person in a like position would exercise under similar

circumstances and, in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company, the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2 Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 48-249-503(a)(7) – (a)(12) of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Knoxville HMA Holdings, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and articles of termination of the articles of organization of the Company are filed with the office of the Secretary of State of the State of Tennessee pursuant to Section 48-249-612 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

TENNESSEE HMA HOLDINGS, LLC

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Executive Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Tennessee HMA Holdings, LP 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.248

Certificate of Conversion
For
"Other Business Entity"
Into
Florida Limited Liability Company

This Certificate of Conversion and attached Articles of Organization are submitted to convert the following **"Other Business Entity" into a Florida limited liability company** in accordance with s.608.439, Florida Statutes.

1. The Name of the "Other Business Entity" immediately prior to the filing of this Certificate of Conversion is:

Lehigh HMA, Inc.

2. The "Other Business Entity" is a corporation, first incorporated under the laws of the State of Florida on September 24, 2001.

3. The name of the Florida limited liability company as set forth in the attached Articles of Organization:

Lehigh HMA, LLC

4. This conversion shall be effective on the date this document is filed by the Florida Department of State.

Signed this 19th day of November, 2008.

Signature of Member or Authorized Representative of limited liability company:

Health Management Associates, Inc. Member

By: /s/ Timothy R. Parry

Printed Name: Timothy R. Parry
Title: Senior Vice President and Secretary

Signature on behalf of Other Business Entity:

/s/ Timothy R. Parry

Printed Name: Timothy R. Parry
Title: Senior Vice President and Secretary

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I: name:

The name of the limited liability company is:

Lehigh HMA, LLC

ARTICLE II: address:

The mailing address and street address of the principal office of the limited liability company is:

Principal Office Address:

5811 Pelican Bay Blvd., Suite 500
Naples, FL 34108

Mailing Address:

5811 Pelican Bay Blvd., Suite 500
Naples, FL 34108

ARTICLE III: Registered Agent, Registered Office & Registered Agent's Signature:

The name and the Florida street address of the registered agent are:

CT Corporation System

1200 South Pine Island Road

Plantation, FL 33324

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate. I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.

CT Corporation System

/s/ Connie Bryan
Registered Agent's Signature (REQUIRED)

ARTICLE IV: Manager(s) or Managing Member(s):

The name and address of each Manager or Managing Member is as follows:

Title:	**Name and Address:**
"MGR" = Manager "MGRM" = Managing Member	
MGR	Hospital Management Associates. Inc. 5811 Pelican Bay Blvd., Suite 500 Naples, FL 34108

ARTICLE V: Effective on the date this document is filed by the Florida Department of State.

REQUIRED SIGNATURE:

By: /s/ Timothy R. Parry

(In accordance with Section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Timothy R. Parry, Senior Vice President of Hospital Management Associates, Inc., Manager

Exhibit 3.249

AMENDED AND RESTATED

OPERATING AGREEMENT

OF

LEHIGH HMA, LLC

January 27, 2014

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AMENDED AND RESTATED OPERATING AGREEMENT
OF
LEHIGH HMA, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Florida HMA Holdings, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of Chapter 605, Florida Statutes, the Florida Revised Limited Liability Company Act ("Act"), and all amendments thereto

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Lehigh HMA, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Florida is located at 1201 Hays Street, Tallahassee Florida, 32301. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Articles of Organization with the Florida Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc., an affiliated company, on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF MANAGERS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Managers ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual managers, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three managers, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, managers shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of managers shall not shorten an incumbent manager's term. Each manager shall hold office until such manager resigns or is removed. Despite the expiration of a manager's term, such manager shall continue to serve until the manager's successor is elected and qualifies, until there is a decrease in the number of managers or the manager is removed.

10.3 Resignation of Managers. A manager may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Managers by Member. A manager shall be removed by the Member only at a meeting called for the purpose of removing such manager and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the manager. The Member may remove one or more managers with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of managers, the Board shall fill the vacancy, and if the managers remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the managers remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new manager may not take office until the vacancy occurs.

10.6 Compensation of Managers. Managers on the Board shall not be entitled to receive a fee for the manager's services as a manager on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Florida. The Board may permit any or all managers to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all managers participating may simultaneously hear each other during the meeting. A manager participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the managers having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all managers entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of managers fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of managers present shall constitute an act of the Board. A manager who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the manager objects at the beginning of the meeting, or promptly upon the manager's arrival, to holding the meeting or transacting business at the meeting or (ii) the manager's dissent or abstention from the action taken is entered in the minutes of the meeting or the manager delivers written notice of the manager's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a manager who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Florida limited liability company and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and

deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF MANAGERS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The managers and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such manager's or officer's status as a manager or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Florida limited liability company of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a manager or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such manager or officer acting under this Agreement shall not be liable to the Company, the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a manager or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such manager or officer; provided, however, that the foregoing shall not be interpreted or

construed so as to eliminate or restrict any fiduciary duty, including, but not limited to, the duties of loyalty, care, good faith and fair dealing, in such a manner as to be contrary to the provisions of Section 605.0105 of the Act.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each manager or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a manager or officer of the Company, or is or was serving at the request of the Company as a manager, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that (i) the manager or officer has met the standard of conduct described in Section 12.1, and (ii) indemnification under this paragraph does not violate the provisions of Section 605.0105 A manager or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the manager or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a manager or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The manager or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The manager or officer furnishes the Company a written undertaking, executed personally or on the manager's or officer's behalf, to repay the advance if it is ultimately determined that the manager or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the manager or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested

managers or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a manager or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a manager or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The managers and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, managers, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a manager, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a manager or such manager's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Dissociation of Member. Upon the occurrence of any of the events set forth in Section 605.0602 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Lehigh HMA, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and articles of dissolution are filed with the office of the Secretary of State of the State of Florida pursuant to Section 605.0707 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

FLORIDA HMA HOLDINGS, LLC

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Executive Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Florida HMA Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.252

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:11 PM 02/22/2002
[ILLEGIBLE] - 3194765

CERTIFICATE OF LIMITED PARTNERSHIP
OF
LONE STAR HMA, L.P.

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, does hereby certify that:

FIRST: The name of the limited partnership is Lone Star HMA, L.P. (the "Partnership").

SECOND: The address of the Partnership's registered office in the State of Delaware is 1709 Orange Street, Wilmington, Delaware 19801. The name of the Company's registered agent at such address is The Corporation Trust Company.

THIRD: The name and mailing address of each general partner is as follows:

Mesquite HMA General, LLC
5811 [illegible] Bay Boulevard, Suite 500
Naples, Florida 34108-2710

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership as of this 22nd day of February, 2002.

MESQUITE HMA GENERAL, LLC
Its General Partner

By: HEALTH MANAGEMENT ASSOCIATES, INC.
Its Sole Member

By: /s/ Timothy R. Parry
Timothy R. Parry, Esq.
Senior Vice President and General Counsel

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:40 AM 05/01/2007
FILED 11:34 AM 05/01/2007
SRV 070499302 - 3494765 FILE

CERTIFICATE OF MERGER

OF

HMA MESQUITE HOSPITAL, INC.

INTO

LONE STAR HMA, L.P.

Pursuant to Title 6, Section 17-211 of the Delaware Limited Partnership Act.

FIRST: The name of the surviving Limited Partnership is **LONE STAR HMA, L.P.,** a Delaware limited partnership.

SECOND: The name of the corporation being merged into the surviving limited partnership is **HMA MESQUITE HOSPITAL, INC.,** a Texas corporation.

THIRD: The Agreement of Merger has been approved and executed by each of the business entities which is to merge.

FOURTH: The name of the surviving entity of the merger is **LONE STAR HMA, L.P.,** a Delaware limited partnership.

FIFTH: An Agreement of Merger is on file at a place of business of the surviving Delaware Limited Partnership and the address thereof is: 5811 Pelican Bay Blvd., Suite 500, Naples, FL 34108.

SIXTH: A copy of the Agreement of Merger will be furnished by the surviving Limited Partnership, on request and without cost, to any person holding an interest in HMA MESQUITE HOSPITAL, INC., the entity which is to merge.

SEVENTH: That this Certificate of Merger shall be effective on May 1, 2007.

(*Signature page follows)*

Dated: April 25, 2007

LONE STAR HMA, L.P.
By: Mesquite HMA General, LLC
Its General Partner

By: /s/ Timothy R. Parry
Name: Timothy R. Parry
Title: Sr. Vice President and Secretary

(*Signature Page to Certificate of Merger)*

Exhibit 3.253

AGREEMENT OF LIMITED PARTNERSHIP
OF
LONE STAR HMA, L.P.

A Delaware Limited Partnership

This Agreement of Limited Partnership is entered into and shall be effective as of the 1st day of May, 2002 pursuant to the provisions of the Delaware Revised Uniform Limited Partnership Act, by and among **MESQUITE HMA GENERAL, LLC,** a Delaware limited liability company ("Mesquite General"), as the General Partner (the "General Partner"), and **MESQUITE HMA LIMITED, LLC,** a Delaware limited liability company ("Mesquite Limited"), and **MANORCARE OF HINSDALE, INC.,** an Illinois corporation ("MHI"), as the Limited Partners (Mesquite Limited and MHI are hereinafter referred to individually as a "Limited Partner" and collectively as the "Limited Partners") and, for purposes of Article 14 hereof only, **HEALTH MANAGEMENT ASSOCIATES, INC,** a Delaware corporation ("HMA") and **MANOR CARE, INC.,** a Delaware corporation ("MCI").

WHEREAS, the Partnership was formed on February 22, 2002, when the General Partner caused a certificate of limited partnership to be filed in the office of the Secretary of State of Delaware in accordance with the provisions of the Act; and

WHEREAS, upon formation of the Partnership, Mesquite General and Mesquite Limited made the initial Capital Contributions and received the Percentage Interests set forth in Article 2 of this Agreement; and

WHEREAS, on the date hereof, Mesquite Limited has transferred a twenty percent (20%) Interest to MHI as a Limited Partner; and

WHEREAS, the Mesquite General, Mesquite Limited and MHI, desire to enter into this agreement to govern the affairs of the Partnership and its business under the Act;

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE 1
THE PARTNERSHIP

Section 1.1 Formation. The Partners hereby acknowledge that the Partnership was formed as a limited partnership pursuant to the provisions of the Act on February 22, 2002. Simultaneous with the formation of the Partnership, Mesquite HMA General, LLC was admitted as the General Partner and Mesquite HMA Limited, LLC was admitted as a Limited Partner.

Section 1.2 Name. The name of the Partnership is Lone Star HMA, L.P., a Delaware limited partnership, and all business of the Partnership shall be conducted in such name or, in the discretion of the General Partner, under any other name, provided that the name of the Partnership and the name in which its business is conducted shall not include the name of any

Partner or any Affiliate of any Partner or any trade name associated with the business of any Partner or any Affiliate of any Partner without the consent of that Partner or Affiliate, and provided further that the General Partner may change the name of the Partnership upon ten (10) days written notice to the Limited Partners.

Section 1.3 Purpose/Powers. The purpose of the Partnership is to engage in any lawful business permitted under the Act. The Partnership shall have the power to do any and all acts necessary, appropriate, proper, advisable, incidental or convenient to or in furtherance of the purpose of the Partnership and shall have without limitation, any and all powers that may be exercised on behalf of the Partnership by the General Partner pursuant to this Agreement or the Act.

Section 1.4 Principal Place of Business. The principal place of business of the Partnership shall be at 5811 Pelican Bay Boulevard, Suite 500, Naples, Florida 34108-2710. The General Partner may change the principal place of business of the Partnership to any other place within or without the State of Delaware upon ten (10) days written notice to the Limited Partners. The registered office of the Partnership in the State of Delaware is located at 1209 Orange Street, Wilmington, Delaware 19801.

Section 1.5 Term. The term of the Partnership commenced on the date the certificate of limited partnership described in Section 17-201 of the Act (the "Certificate") was filed in the office of the Secretary of State of Delaware in accordance with the Act and shall continue until the winding up and liquidation of the Partnership and its business is completed following a Liquidating Event, as provided in Article 11.

Section 1.6 Filings; Agent for Service of Process.

(a) The General Partner caused the Certificate to be filed in the office of the Secretary of State of Delaware in accordance with the provisions of the Act. Subject to Section 5.3 of this Agreement: (i) the General Partner shall take any and all other actions, including without limitation the filing of amendments to the Certificate or new certificates, necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of Delaware or any other states or jurisdictions in which the Partnership is engaged in business; or (ii) the General Partner shall cause amendments to the Certificate to be filed whenever required by the Act.

(b) The registered agent for service of process on the Partnership in the State of Delaware shall be The Corporation Trust Company or any successor as appointed by the General Partner in accordance with the Act.

(c) Upon the dissolution and completion of the winding up and liquidation of the Partnership, the General Partner (or, in the event there is no remaining General Partner, any Person elected pursuant to Section 11.8) shall promptly execute and cause to be filed certificates of cancellation in accordance with the Act and the laws of any other states or jurisdictions in which the General Partner deems such filing necessary or advisable.

Section 1.7 Title to Partnership Property. All Partnership Property shall be owned by the Partnership as an entity and no Partner shall have any ownership interest in such Partnership Property in its individual name or right, and each Partner's interest in the Partnership shall be personal property for all purposes. Except as otherwise provided in this Agreement, the Partnership shall hold all of its property in the name of the Partnership and not in the name of any Partner.

Section 1.8 Payments of Individual Obligations. The Partnership's credit and assets shall be used solely for the benefit of the Partnership, and no asset of the Partnership shall be Transferred or encumbered for or in payment of any individual obligation of any Partner.

Section 1.9 Definitions. In addition to the other definitions contained in the preamble of this Agreement or defined elsewhere in this Agreement, the following terms will, when used in this Agreement, have the following respective meanings:

(a) "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in 6 Delaware Code, Chapter 17, as amended, modified or supplemented from time to time (or any corresponding provisions of succeeding law).

(b) "Additional Capital Contributions" means, with respect to each Partner, the Capital Contributions made by such Partner pursuant to Section 2.3, reduced by the amount of any liabilities of such Partner assumed by the Partnership in connection with such Capital Contribution or which are secured by any property contributed by such Partner as a part of such Capital Contribution. In the event all or a portion of an Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Additional Capital Contributions of the transferor to the extent they relate to the transferred Interest.

(c) "Adjusted Capital Account Deficit" means, with respect to any Limited Partner, the deficit balance, if any, in such Limited Partner's Capital Account as of the end of the relevant Allocation Year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts which such Limited Partner is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences of Section 1.704-2(g)(l) and Section 1.704-2(i)(5) of the Regulations; and

(ii) Debit to such Capital Account the items described in Section 1.704-l(b)(2)(ii)(d)(4), Section 1.704-l(b)(2)(ii)(d)(5) and Section 1.704-l(b)(2)(ii)(d)(6) of the Regulations.

The foregoing definition of "Adjusted Capital Account Deficit" is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

(d) "Affiliate" means, with respect to any Person, any Persons directly or indirectly controlling, controlled by, or under common control with, such other Person at any

time during the period for which the determination of affiliation is being made. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of management policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

(e) "Agreement" or "Partnership Agreement" means this Agreement of Limited Partnership, as amended from time to time. All references in this Agreement to "Section" or "Sections" are to a section or sections of this Agreement unless otherwise specified.

(f) "Allocation Year" means (i) the period commencing on the Effective Date and ending on September 30, 2002, (ii) any subsequent period commencing on October 1 and ending on the following September 30, or (iii) any portion of the period described in clause (ii) for which the Partnership is required to allocate Profits, Losses and other items of Partnership income, gain, loss or deduction pursuant to Article 3.

(g) "Annual Measurement Period" shall have the meaning given it by Section 4.2(b).

(h) "Budget" means the written statement of estimated revenues, estimated expenses and estimated capital expenditures for the Partnership for any Fiscal Year, which will be presented to the Partners no later than the end of each Fiscal Year immediately preceding the Fiscal Year in question; provided, however, that no Budget will include, without the express consent of the MCI Partner, any expenditures or other obligations with respect to any action for which the consent of the MCI Partner is required under Section 5.3

(i) "Capital Account" means, with respect to any Partner, the Capital Account maintained for such Partner in accordance with the following provisions:

(i) To each Partner's Capital Account there shall be credited such Partner's Capital Contributions, such Partner's distributive share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 3.2 or Section 3.3, and the amount of any Partnership liabilities assumed by such Partner or which are secured by any Partnership Property distributed to such Partner.

(ii) To each Partner's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Partnership Property distributed to such Partner pursuant to any provision of this Agreement, such Partner's distributive share of Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Section 3.2 or Section 3.3, and the amount of any liabilities of such Partner assumed by the Partnership or which are secured by any property contributed by such Partner to the Partnership.

(iii) In the event all or a portion of an Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Interest.

(iv) In determining the amount of any liability for purposes of subparagraphs (i) and (ii) and the definitions of "Additional Capital Contribution," there shall be taken into account Section 752(c) of the Code and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Section 1.704-1(b) of the Regulations, and shall be interpreted and applied in a manner consistent with such Regulations. In the event the General Partner shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Partnership or any Partner), are computed in order to comply with such Regulations, the General Partner may make such modification, provided that it is not likely to have a material adverse effect on the amounts distributable to any Partner pursuant to Article 11 upon the dissolution of the Partnership. The General Partner also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Partners and the amount of Partnership capital reflected on the Partnership's balance sheet, as computed for book purposes, in accordance with Section 1.704-l(b)(2)(iv)(q) of the Regulations, and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Section 1.704-1(b) of the Regulations, provided that, to the extent that any such adjustment is inconsistent with other provisions of this Agreement and would have a material adverse effect on any Limited Partner, such adjustment shall require the consent of such Limited Partner.

(j) "Capital Contribution" means, with respect to any Partner, the amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Partnership by such Partner (or its predecessors in Interest) with respect to the Interest held by such Partner, including any Capital Contributions made pursuant to Section 2.2 or 2.3 or in circumstances in which the Partners have memorialized that a Capital Contribution has been made. The principal amount of a promissory note which is not readily traded on an established securities market and which is contributed to the Partnership by the maker of the note (or a Partner related to the maker of the note within the meaning of Section 1.704-l(b)(2)(ii)(c) of the Regulations) shall not be included in the Capital Account of any Partner until the Partnership makes a taxable disposition of the note or until (and to the extent) principal payments are made on the note, all in accordance with Section 1.704-l(b)(2)(iv)(d)(2) of the Regulations.

(k) "Cash Flows from Operations" means the net cash provided by operating activities of the Partnership, as shown on a statement of cash flows for the referenced period, prepared in accordance with GAAP; provided, however, that for purposes of this definition, "Cash Flows from Operations" will include any Free Cash Flows retained or withheld by the Partnership during the prior Fiscal Year, subject to the provisions of Section 4.l(a).

(l) "Certificate" shall have the meaning set forth in Section 1.5.

(m) "Code" means the Internal Revenue Code of 1986, as amended, modified or supplemented from time to time (or any corresponding provisions of succeeding law).

(n) "Depreciation" means, for each Allocation Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such Allocation Year, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Allocation Year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Allocation Year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Allocation Year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any method selected by the General Partner and approved by a majority of the Limited Partners (excluding the General Partner and Affiliates of the General Partner).

(o) "Effective Date" means the date first written above.

(p) "Encumbrances" means liens (including liens of any mortgage or deed of trust, mechanic's or materialmen's liens and judgment liens), charges, encumbrances, security interests, options, judgments or any other restrictions or third party rights of any kind.

(q) "Expenses" means any and all judgments, damages or penalties with respect to, or amounts paid in settlement of, claims (including, but not limited to negligence, strict or absolute liability, liability in tort and liabilities arising out of violation of laws or regulatory requirements of any kind), actions, or suits; and any and all taxes (including, without limitation, taxes on any indemnification payments and including interest, additions to tax and penalties), liabilities, obligations, costs, expenses and disbursements (including, without limitation, reasonable legal fees and expenses).

(r) "Free Cash Flow" means Cash Flows from Operations for the referenced period less the amount of capital expenditures during the referenced period. During the first partial Fiscal Year commencing on the date of this Agreement, "Free Cash Flow" will include any Capital Contributions made by the HMA Partners or the MCI Partner.

(s) "Fiscal Quarter" means (i) the period commencing on the Effective Date and ending on March 31, 2002, and (ii) any subsequent three (3) month period commencing on each of April 1, July 1, October 1 and January 1 and ending on the next of June 30, September 30, December 31 and March 31, provided that the last Fiscal Quarter shall end on the date on which all Partnership Property is distributed pursuant to Section 11.2 and the Certificate has been canceled pursuant to the Act.

(t) "Fiscal Year" means (i) the period commencing on the Effective Date and ending on September 30, 2002, and (ii) any subsequent period commencing on October 1 and ending on the earlier to occur of (A) the following September 30, or (B) the date on which all Partnership Property is distributed pursuant to Section 11.2 and the Certificate has been canceled pursuant to the Act.

(u) "GAAP" means, at any time, generally accepted United States accounting principles, methods and practices then set forth in the opinions and pronouncements of the

Accounting Principles Board and the American Institute of Certified Public Accountants, and statements and pronouncements of the Financial Accounting Standards Board, applied on a consistent basis.

(v) "General Partner" means any Person who (i) is referred to as such in the first paragraph of this Agreement or has become a General Partner pursuant to the terms of this Agreement, and (ii) has not, at any given time, ceased to be a General Partner pursuant to the terms of this Agreement.

(w) "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Partner to the Partnership shall be the gross fair market value of such asset, as determined by the contributing Partner and the General Partner, provided that the initial Gross Asset Values of the assets contributed to the Partnership pursuant to Section 2.1 and Section 2.2 shall be as set forth in such Sections, and provided further that, if the contributing Partner is a General Partner or an Affiliate of a General Partner, the determination of the fair market value of any other contributed asset shall require the consent of a majority of the Limited Partners (excluding such General Partner and Affiliates of such General Partner);

(ii) The Gross Asset Values of all Partnership assets shall be adjusted to equal their respective gross fair market values, as determined by the General Partner, as of the following times: (A) the acquisition of an additional Interest by any new or existing Partner in exchange for more than a de minimis Capital Contribution; (B) the adjustment of Percentage Interest pursuant to Section 2.3(c) (C) the distribution by the Partnership to a Partner of more than a de minimis amount of property as consideration for an Interest; and (D) the liquidation of the Partnership within the meaning of Section 1.704-l(b)(2)(ii)(g) of the Regulations: provided, however, that adjustments pursuant to clauses (A), (B) or (C) above shall be made only if the General Partner reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners in the Partnership; and provided further that if the Partner referenced in Clauses (A) or (C) of this Subsection (ii) is a General Partner or an Affiliate of a General partner, or there is an adjustment of Percentage Interests reference in clause (B) of this subsection (ii), such determination of fair market value shall require the consent of a majority of the Limited Partners (excluding the General Partner and Affiliates of such General Partner);

(iii) The Gross Asset Value of any Partnership asset distributed to any Partner shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the distributee and the General Partner, provided that, if the distributee is a General Partner or an Affiliate of a General Partner, the determination of the fair market value of the distributed asset shall require the consent of a majority of the Limited Partners (excluding such General Partner and Affiliates of such General Partner); and

(iv) The Gross Asset Values of Partnership assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Section 734(b)

or Section 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Section 1.704-1(b)(2)(iv)(m) of the Regulations and subparagraph (vi) of the definition of "Profits" and "Losses" in Section 1.8 or Section 3.2(g); provided, however, that Gross Asset Values shall not be adjusted pursuant to this subparagraph (iv) to the extent the General Partner determines that an adjustment pursuant to subparagraph (ii) is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraphs (i), (ii), or (iv), such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

(x) "HMA Partner" means the General Partner, Mesquite Limited, any of their Affiliates or any Affiliate of Health Management Associates, Inc. that owns any Interest at the time in question.

(y) "Indemnitee" has the meaning set forth in Section 6.2(a).

(z) "Indemnitor" has the meaning set forth in Section 6.2(a).

(aa) "Interest" means any interest in the Partnership representing some or all of the Capital Contributions made by a Partner pursuant to Article 2, including any and all benefits to which the holder of such an interest may be entitled as provided in this Agreement, together with all obligations of such Partner to comply with the terms and provisions of this Agreement.

(bb) "Issuance Items" shall have the meaning set forth in Section 3.2(h).

(cc) "Limited Partner" means any Person who (i) is referred to as such in the first paragraph of this Agreement or has become a Limited Partner pursuant to the terms of this Agreement, and (ii) has not, at any given time, ceased to be a Limited Partner. "Limited Partners" means all such Persons. All references in this Agreement to a majority or a specified percentage of the Limited Partners shall mean Limited Partners holding more than fifty percent (50%) or such specified percentage, respectively, of the Interests then held by all Limited Partners.

(dd) "Liquidating Event" shall have the meaning set forth in Section 11.1.

(ee) "Liquidator" has the meaning set forth in Section 11.8.

(ff) "Losses" has the meaning set forth in the definition of "Profits" and "Losses."

(gg) "MCI Partner" means Manorcare of Hinsdale, Inc., Manor Care, Inc. or any Permitted Transferee that owns any Interest at the time in question.

(hh) "MCI Partner Designee" means the Person who is the "MCI Director," as such term is defined in a certain Stockholders' Agreement among HMA Mesquite Hospital, Inc., Health Management Associates, Inc., Manorcare Health Services, Inc. and Manor Care, Inc., of even date herewith as the same may be modified or amended from time to time, which definition is incorporated herein by reference.

(ii) "Nonrecourse Deductions" has the meaning set forth in Section 1.704-2(b)(1) and Section 1.704-2(c) of the Regulations.

(jj) "Nonrecourse Liability" has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

(kk) "Partner Nonrecourse Debt" has the same meaning as the term "partner nonrecourse debt" set forth in Section 1.704-2(b)(4) of the Regulations.

(ll) "Partner Nonrecourse Debt Minimum Gain" means an amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

(mm) "Partner Nonrecourse Deductions" has the same meaning as the term "partner nonrecourse deductions" set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations.

(nn) "Partners" means the General Partner and all Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners. All references in this Agreement to a majority or a specified percentage of the Partners shall mean Partners holding more than fifty percent (50%) or such specified percentage, respectively, of the Interests.

(oo) "Partnership" means the partnership formed pursuant to this Agreement and the partnership continuing the business of this Partnership pursuant to Section 11.1 in the event of dissolution as herein provided.

(pp) "Partnership Minimum Gain" has the meaning set forth in Section 1.704-2(b)(2) and Section 1.704-2(d) of the Regulations.

(qq) "Partnership Property" means all real and personal property owned by the Partnership and any improvements thereto, and shall include both tangible and intangible property.

(rr) "Percentage Interest" means, with respect to any Partner, as of any date, the ratio (expressed as a percentage) of such Partner's Capital Account on such date to the aggregate Capital Accounts of all Partners on such date, such Capital Accounts to be determined after giving effect to all contributions, distributions, and allocations for all periods ending on or prior to such date. The initial Percentage Interest of each Partner is set forth in Section 2.1 and Section 2.2. In the event all or any portion of an Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Percentage Interest of the transferor to the extent it relates to the transferred Interest.

(ss) "Person" means any individual, partnership (whether general or limited and whether domestic or foreign), limited liability company, corporation, trust, estate, association, custodian, nominee or other entity.

(tt) "Profits" and "Losses" means, for each Allocation Year, an amount equal to the Partnership's taxable income or loss for such Allocation Year, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(l) of the Code shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition of "Profits" and "Losses" shall be added to such taxable income or loss;

(ii) Any expenditures of the Partnership described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(B) expenditures pursuant to Section 1.704-1(b)(2)(iv)(i) of the Regulations, and not otherwise taken into account in computing Profits or Losses pursuant to this definition of "Profits" and "Losses" shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Partnership asset is adjusted pursuant to subparagraphs (ii) or (iii) of the definition of "Gross Asset Value," the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of Partnership Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the Partnership Property disposed of, notwithstanding that the adjusted tax basis of such Partnership Property differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Allocation Year, computed in accordance with the definition of "Depreciation";

(vi) To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) of the Code is required pursuant to Section 1.704-1(b)(2)(iv)(m)(4) of the Regulations to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Partner's Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

(vii) Any items which are specially allocated pursuant to Section 3.2 or Section 3.3 shall not be taken into account in computing Profits or Losses.

The amounts of the items of Partnership income, gain, loss, or deduction available to be specially allocated pursuant to Section 3.2 and Section 3.3 shall be determined by applying rules analogous to those set forth in subparagraphs (i) through (vi) above.

(uu) "Put and First Refusal Agreement" means that certain Put and First Refusal Agreement of even date herewith among the Partnership, the Partners and certain Affiliates of the Partners.

(vv) "Put Closing Date" means the date of the closing of the put purchase contemplated by Article 2 of the Put and First Refusal Agreement.

(ww) "Put Measurement Period" has the meaning given it by Section 4.2(b).

(xx) "Put Notice" has the meaning given by it by the Put and First Refusal Agreement.

(yy) "Reconstitution Period" shall have the meaning set forth in Section 11.1.

(zz) "Regulations" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended, modified or supplemented from time to time (including corresponding provisions of succeeding regulations).

(aaa) "Regulatory Allocations" shall have the meaning set forth in Section 3.3.

(bbb) "Tax Matters Partner" shall have the meaning set forth in Section 7.3(a).

(ccc) "Transfer" means any direct or indirect sale, transfer, gift, assignment, pledge, grant of a security interest in or other Encumbrance upon, or other disposition, outright, in trust or as collateral, by operation of law or otherwise.

Section 1.10 Interpretation. Unless the context shall require otherwise:

(a) Words importing the singular number or plural number shall include the plural number and singular number respectively;

(b) Words importing the masculine gender shall include the feminine and neuter genders and vice versa;

(c) References to "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation";

(d) Reference in this Agreement to "herein," "hereby" or "hereunder," or any similar formulation, shall be deemed to refer to this Agreement as a whole; and

(e) References to "and" and "or" shall be deemed to mean "and/or."

ARTICLE 2
PARTNER'S CAPITAL CONTRIBUTIONS

Section 2.1 General Partner. Prior to or simultaneous to the date hereof, the General Partner made the initial Capital Contribution listed below. The name, address and Percentage Interest of the General Partner's initial Capital Contribution is as follows:

Name and Address	Original Capital Contribution	Percentage Interest
Mesquite HMA General, LLC 5811 Pelican Bay Boulevard, Suite 500 Naples, Florida 34108-2710	$ 800,000	1%

Section 2.2 Limited Partners

(a) *Original Limited Partner.* Prior to or simultaneous with the execution and delivery of this Agreement, Mesquite Limited made, as a Limited Partner, the initial Capital Contribution listed below. The name, address and initial Percentage Interest of Mesquite Limited follows:

Name and Address	Original Capital Contribution	Percentage Interest
Mesquite HMA Limited LLC 5811 Pelican Bay Boulevard, Suite 500 Naples, Florida 34108-2710	$ 79,200,000	99%

(b) *Current Limited Partners.* On the date hereof, MHI purchased a twenty percent (20%) Interest from Mesquite Limited such that the name, address and Percentage Interests of Limited Partners is as follows:

Names and Addresses	Percentage Interest
Mesquite HMA Limited LLC 5811 Pelican Bay Boulevard, Suite 500 Naples, Florida 34108-2710	79%
Manorcare of Hinsdale, Inc. 333 North Summit Street Toledo, Ohio 43604	20%

Section 2.3 Additional Capital Contributions. The Partners shall make the Additional Capital Contributions as follows:

(a) *By Agreement of all Partners.* Each Partner will contribute from time to time such additional money or other property as the Partners may unanimously agree.

(b) *By Direction of the General Partner.* In addition to any contribution contemplated by Section 2.3(a), during each Fiscal Year, the General Partner will approve and cause the Partnership to make capital expenditures (as such term is defined by GAAP and in accordance with the policies and practices of HMA). To the extent that the amount of actual capital expenditures made by the Partnership for any Fiscal Year-to-date period exceeds the amount of Cash Flows from Operations for that period, then except as otherwise provided by Section 2.3(c), each Partner will, within 30 days after notice of such approval, fund each such capital expenditure (or such portion thereof as is currently payable) by making Capital Contributions pro rata in accordance with their respective Percentage Interests.

(c) *Failure of MCI Partner to Contribute.* In the event that, upon the expiration of the 30-day period contemplated by Section 2.3(b) or any agreed to period under Section 2.3(a), the MCI Partner elects not to make, or fails to make, any Capital Contribution required by Section2.3(a) or (b), or it makes such Capital Contribution in an amount less than its pro rata share thereof (based on its Percentage Interest), then the HMA Partners will have the right and option to fund the balance of each such capital expenditure (or the balance of such portion thereof as is currently payable) by promptly making an additional Capital Contribution in the amount of such balance, whereupon the Partners' respective Percentage Interests will be recalculated to reflect the additional Capital Contribution made by the HMA Partners.

Section 2.4 Other Matters with Respect to Capital Contributions.

(a) Except as otherwise provided in this Agreement or in the Act, no Partner shall demand or receive a return of its Capital Contributions or withdraw from the Partnership without the consent of all Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash except as may be specifically provided herein.

(b) No Partner shall receive any interest, salary, or drawing with respect to its Capital Contributions or for services rendered on behalf of the Partnership or otherwise in its capacity as a Partner, except as otherwise provided in this Agreement.

(c) Provided that the Limited Partners act in accordance with the terms of this Agreement, the Limited Partners shall not be liable for the debts, liabilities, contracts, or any other obligations of the Partnership. Except as otherwise provided by any other agreements among the Partners or mandatory provisions of applicable state law, a Limited Partner shall be liable only to make its Capital Contributions set forth in Section 2.2 and 2.3 and shall not be required to lend any funds to the Partnership or, after such Capital Contributions have been made, to make any additional Capital Contributions to the Partnership.

(d) No General Partner shall have any personal liability for the repayment of any Capital Contributions of any Limited Partner.

ARTICLE 3
ALLOCATIONS

Section 3.1 Profits and Losses. After giving effect to the special allocations set forth in Section 3.2 and Section 3.3,

(a) *Profits.* Profits for any Allocation Year shall be allocated among the Partners as follows:

(i) First, to the General Partner to the extent of the amount equal to the remainder, if any, of (A) the cumulative Losses allocated to the General Partner pursuant to Section 3.4 for all prior Allocation Years, over (B) the cumulative Profits allocated to the General Partner pursuant to this Section 3.1(a)(i) for all prior Allocation Years;

(ii) The balance, if any, among the Partners in proportion to their Percentage Interests.

(b) *Losses.* Losses for any Allocation Year shall be allocated among the Partners in proportion to their Percentage Interests.

Section 3.2 Special Allocations. The following special allocations shall be made in the following order:

(a) *Minimum Gain Chargeback.* Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of this Article 3, if there is a net decrease in Partnership Minimum Gain during any Allocation Year, each Partner shall be specially allocated items of Partnership income and gain for such Allocation Year (and, if necessary, subsequent Allocation Years) in an amount equal to such Partner's share of the net decrease in Partnership Minimum Gain, determined in accordance with Section 1.704-2(g) of the Regulations. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1.704-2(f)(6) and Section 1.704-2(j)(2) of the Regulations. This Section 3.2(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(b) *Partner Minimum Gain Chargeback.* Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations, notwithstanding any other provision of this Article 3, if there is a net decrease in Partner Nonrecourse Debt Minimum Gain attributable to a Partner Nonrecourse Debt during any Allocation Year, each Partner who has a share of the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Partnership income and gain for such Allocation Year (and, if necessary, subsequent Allocation

Years) in an amount equal to such Partner's share of the net decrease in Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(4) of the Regulations. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1.704-2(i)(4) and Section 1.704-2(j)(2) of the Regulations. This Section 3.2(b) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(c) *Qualified Income Offset.* In the event any Limited Partner unexpectedly receives any adjustments, allocations, or distributions described in Section 1.704- l(b)(2)(ii)(d)(4), Section 1.704-1(b)(2)(ii)(d)(5) or Section 1.704-1(b)(2)(ii)(d)(6) of the Regulations, items of Partnership income and gain shall be specially allocated to each such Limited Partner in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Limited Partner as quickly as possible, provided that an allocation pursuant to this Section 3.2(c) shall be made only if and to the extent that such Limited Partner would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article 3 have been tentatively made as if this Section 3.2(c) were not in the Agreement.

(d) *Gross Income Allocation.* In the event any Limited Partner has a deficit Capital Account at the end of any Allocation Year which is in excess of the sum of (i) the amount such Limited Partner is obligated to restore pursuant to any provision of this Agreement, and (ii) the amount such Limited Partner is deemed to be obligated to restore pursuant to the penultimate sentences of Section 1.704-2(g)(l) and Section 1.704-2(i)(5) of the Regulations, each such Limited Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 3.2(d) shall be made only if and to the extent that such Limited Partner would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article 3 have been made as if Section 3.2(c) and this Section 3.2(d) were not in the Agreement.

(e) *Partner Nonrecourse Deductions.* Any Partner Nonrecourse Deductions for any Allocation Year shall be specially allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Section 1.704-2(i)(l) of the Regulations.

(f) *Nonrecourse Deductions.* Nonrecourse Deductions for any Allocation Year shall be specially allocated among the Partners in proportion to their Percentage Interests.

(g) *Section 754 Adjustments.* To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) or Section 743(b) of the Code is required pursuant to Section 1.704-1(b)(2)(iv)(m)(2) or Section 1.704-1(b)(2)(iv)(m)(4) of the Regulations to be taken into account in determining Capital Accounts as the result of a distribution to a Partner in complete liquidation of its Interest, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially

allocated to the Partners in accordance with their interests in the Partnership in the event Section 1.704-l(b)(2)(iv)(m)(2) of the Regulations applies, or to the Partner to whom such distribution was made in the event Section 1.704-l(b)(2)(iv)(m)(4) of the Regulations applies.

(h) *Allocations Relating to Taxable Issuance of Partnership Interests.* Any income, gain, loss, or deduction realized as a direct or indirect result of the issuance of an Interest by the Partnership to a Partner (the "Issuance Items") shall be allocated among the Partners so that, to the extent possible, the net amount of such Issuance Items, together with all other allocations under this Agreement to each Partner, shall be equal to the net amount that would have been allocated to each such Partner if the Issuance Items had not been realized.

Section 3.3 Curative Allocations. The allocations set forth in Section 3.2(a) through Section 3.2(g) (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. It is the intent of the Partners that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Partnership income, gain, loss, or deduction pursuant to this Section 3.3. Therefore, notwithstanding any other provision of this Article 3 (other than the Regulatory Allocations), the General Partner shall make such offsetting special allocations of Partnership income, gain, loss, or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Partner's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Partner would have had if the Regulatory Allocations were not part of the Agreement and all Partnership items were allocated pursuant to Section 3.1 and Section 3.2(h). In exercising its discretion under this Section 3.3, the General Partner shall take into account future Regulatory Allocations under Section 3.2(a) and Section 3.2(b) that, although not yet made, are likely to offset other Regulatory Allocations previously made under Section 3.2(e) and Section 3.2(f).

Section 3.4 Loss Limitation. Losses allocated pursuant to Section 3.l(b) hereof shall not exceed the maximum amount of losses that can be allocated without causing any Limited Partner to have an Adjusted Capital Account Deficit at the end of any Allocation Year. All Losses in excess of the limitations set forth in this Section 3.4 shall be allocated to the General Partner.

Section 3.5 Other Allocation Rules.

(a) Profits, Losses and any other items of income, gain, loss or deduction shall be allocated to the Partners pursuant to this Article 3 as of the last day of each Allocation Year; provided that Profits, Losses and such other items shall also be allocated at such times as the Gross Asset Values of Partnership Property are adjusted pursuant to subparagraph (ii) of the definition of Gross Asset Value in Section 1.9.

(b) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the General Partner using any permissible method under Section 706 of the Code and the Regulations thereunder.

(c) The Partners are aware of the income tax consequences of the allocations made by this Article 3 and hereby agree to be bound by the provisions of this Article 3 in reporting their shares of Partnership income and loss for income tax purposes, except to the extent otherwise required by law.

(d) Solely for purposes of determining a Partner's proportionate share of the "excess nonrecourse liabilities" of the Partnership within the meaning of Section 1.752-3(a)(3) of the Regulations, the Partners' interests in Partnership profits are in proportion to their Percentage Interests.

(e) To the extent permitted by Section 1.704-2(h)(3) of the Regulations, the General Partner shall endeavor to treat distributions of Net Cash Flow as having been made from the proceeds of a Nonrecourse Liability or a Partner Nonrecourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Limited Partner.

Section 3.6 Tax Allocations: Code Section 704(c). In accordance with Section 704(c) of the Code and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its initial Gross Asset Value (computed in accordance with subparagraph (i) of the definition of "Gross Asset Value" in Section 1.9). In the event the Gross Asset Value of any Partnership asset is adjusted pursuant to subparagraph (ii) of the definition of "Gross Asset Value" in Section 1.9, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Section 704(c) of the Code and the Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the General Partner in any manner that reasonably reflects the purpose and intention of this Agreement, provided that the Partnership shall elect to apply the traditional allocation method permitted by the Regulations under Section 704(c) of the Code. Allocations pursuant to this Section 3.6 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Partner's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any other provision of this Agreement. Except as otherwise provided in this Agreement, all items of Partnership income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Partners in the same proportions as they share Profits or Losses, as the case may be, for the Allocation Year.

ARTICLE 4
DISTRIBUTIONS

Section 4.1 Distributions.

(a) No later than the end of the first Fiscal Quarter of each Fiscal Year of the Partnership, the General Partner will: (i) prepare in accordance with GAAP a statement of cash

flows for the immediately preceding Fiscal Year; and (ii) subject to Section 17-607 of the Act, cause the Partnership to pay cash distributions, in the aggregate amount of the Free Cash Flow, to the Partners, pro rata in accordance with their respective Percentage Interests; provided, however, that the General Partner will cause the Partnership to retain or withhold such cash as is necessary to fund any capital expenditures included in the Budget for the next succeeding Fiscal Year.

(b) Within 30 days following the Put Closing Date, the General Partner will: (i) prepare in accordance with GAAP a statement of cash flows for the Fiscal Year-to-date period through the most recently completed month-end preceding the date of the Put Notice (the "Put Measurement Period"); and (ii) subject to Section 17-607 of the Act, cause the Partnership to pay final cash distributions, to the Partners pro rata in accordance with their respective Percentage Interests, in the aggregate amount of Free Cash Flow for the Put Measurement Period. In no event will the MCI Partners receive any payment pursuant to this Section 4.1(b) which reflects a distribution already paid pursuant to Section 4.1(a).

Section 4.2 Interest Income.

(a) No later than the end of the first Fiscal Quarter of each Fiscal Year of the Partnership, the General Partner or its Affiliates will pay to the Partnership the interest income earned by HMA on the Partnership's Free Cash Flow for the immediately preceding Fiscal Year (the "Annual Measurement Period"). Such payment will be in an amount equal to the product of:

(i) Free Cash Flow for the Annual Measurement Period, divided by 2 multiplied by:

(ii) the average 30-day LIBOR for the Annual Measurement Period.

(b) Within 30 days following the Put Closing Date, the General Partner will pay to the MCI Partner its pro rata share (based on the Percentage Interest of the MCI Partner) of the interest income earned by HMA on the Partnership's Free Cash Flow for the Put Measurement Period. Such payment will be in the amount that results from application of the formula provided by Section 4.2(a), except that in such formula, the term "Put Measurement Period" will be substituted for the term "Annual Measurement Period". In no event will the MCI Partner receive any payment pursuant to this Section 4.2(b) which reflects interest income already paid pursuant to Section 4.2(a).

Section 4.3Amounts Withheld. The General Partner is authorized to withhold from distributions, or with respect to allocations, to the Partners and to pay over to any federal, state, local or foreign government any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state, local or foreign law, and shall allocate any such amounts to the Partners with respect to which such amount was withheld. All amounts withheld or required to be withheld pursuant to the Code or any provision of any state, local or foreign tax law with respect to any payment, distribution, or allocation to the Partnership or the Partners and treated by the Code (whether or not withheld pursuant to the Code) or any such tax law as amounts payable by or in respect of any Partner or any Person owning an interest, directly or indirectly, in such Partner shall be treated as amounts distributed to the Partner with respect to which such amount was withheld pursuant to this Article 4 for all purposes under this Agreement.

ARTICLE 5

MANAGEMENT;
POWER AND ROLE OF GENERAL PARTNER AND LIMITED PARTNERS

Section 5.1 Authority of the General Partner. Subject to the limitations and restrictions set forth in this Agreement including, without limitation, those set forth in this, Article 5 the General Partner shall direct the business and affairs of the Partnership and in so doing shall manage, control and have all of the rights and powers which may be possessed by a general partner under the Act. The General Partner shall have the power to bind the Partnership and enter into obligations on behalf of the Partnership consistent with this Agreement and the Act.

Section 5.2 Right to Rely on the General Partner. Any Person dealing with the Partnership may rely (without duty of further inquiry) upon a certificate signed by the General Partner as to: (i) the identity of the General Partner or any Limited Partner; (ii) the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by the General Partner or which are in any other manner germane to the affairs of the Partnership; (iii) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or (iv) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

Section 5.3 Restrictions on Authority of the General Partner. The Partnership shall not and the General Partner shall not have the authority to, and covenants and agrees that it shall not, do any of the following acts without the consent of the MCI Partner:

(a) the amendment of the Partnership's certificate of limited partnership or this Agreement;

(b) the merger or consolidation of the Partnership with or into any other Person;

(c) the dissolution or voluntary reorganization, liquidation or declaration of bankruptcy or insolvency of the Partnership;

(d) the redemption or other repurchase by the Partnership of any Interests;

(e) the payment by the Partnership of any distributions in respect of any Interests (i) in any form other than cash or (ii) in any manner other than to the Partners in accordance with their respective Percentage Interest;

(f) the sale, lease, exchange, mortgage, pledge or other Transfer of assets of the Partnership in an amount in excess of fifty percent (50%) of the book value of the Partnership's assets at the time of the Transfer;

(g) the Partnership's incurring of indebtedness (other than trade payables) or capital lease obligations in an aggregate amount in excess of $10,000,000 in any Fiscal Year;

(h) the Partnership's making loans to or guaranties for the benefit of third parties in an aggregate amount in excess of $10,000,000 in any Fiscal Year

(i) the Partnership's acquisition of the assets of, or ownership interests in, any Persons at an aggregate cost in excess of $10,000,000 in any Fiscal Year;

(j) the Partnership's entering into joint ventures or similar business arrangements with any Persons at an aggregate cost in excess of $10,000,000 in any Fiscal Year;

(k) the Partnership's entering into any contract or agreement with HMA or an Affiliate of HMA; provided, however, that the MCI Partner's consent will not be unreasonably withheld upon demonstration by reasonable documentary evidence that the terms and conditions of such contract or agreement are fair market value and no less favorable to the Partnership than the terms and conditions which would have been contained in such contract or agreement had it been entered into with an unaffiliated Person;

(l) the Partnership's entering into any business other than the provision of acute care hospital services and ancillary services incidental thereto; or

(m) cause the Partnership to (A) fail to be taxed as a partnership for federal income tax purposes, including causing the Partnership to file an election with the Internal Revenue Service on Form 8832, or any successor form thereto, electing pursuant to Section 301.7701-3 of the Regulations to have the Partnership treated as an association taxable as a corporation for federal income tax purposes; or (B) take a position inconsistent with such treatment, except as required by law.

Section 5.4 Duties and Obligations of the General Partner.

(a) The General Partner shall cause the Partnership to conduct its business and operations separate and apart from that of the General Partner, including, without limitation, (i) maintaining books and financial records of the Partnership separate from the books and financial records of the General Partner and observing all Partnership procedures and formalities, including, without limitation, maintaining minutes of Partnership meetings and acting on behalf of the Partnership only pursuant to due authorization of the Partners, (ii) causing the Partnership to pay its liabilities from assets of the Partnership, and (iii) causing the Partnership to conduct its dealings with third parties in its own name and as a separate and independent entity.

(b) The General Partner shall take all actions which may be necessary or appropriate (i) for the continuation of the Partnership's valid existence as a limited partnership and its qualification to do business under the laws of the State of Texas and of each other

jurisdiction in which such existence or qualification is necessary to protect the limited liability of the Limited Partners or to enable the Partnership to conduct the business in which it is engaged or to perform its obligations or exercise its rights under any agreement to which it is a party and (ii) for the accomplishment of the Partnership's purposes, including the acquisition, management, development, maintenance, preservation, and operation of Partnership Property in accordance with the provisions of this Agreement and applicable laws and regulations.

Section 5.5 General Partner as Attorney-In-Fact.

(a) Each Partner hereby makes, constitutes, and appoints each General Partner, each successor General Partner, and the Liquidator, severally, with full power of substitution and resubstitution, its true and lawful attorney-in-fact for it and in its name, place, and stead and for its use and benefit, to sign, execute, certify, acknowledge, swear to, file, publish and record (i) all certificates of limited partnership, amended name or similar certificates, and other certificates and instruments (including counterparts of this Agreement) which the General Partner or Liquidator may deem necessary to be filed by the Partnership under the laws of the State of Delaware or any other state or jurisdiction in which the Partnership is doing or intends to do business; (ii) any and all amendments, restatements or changes to this Agreement and the instruments described in Section 5.5(a)(i), as now or hereafter amended, which the General Partner may deem necessary to effect a change or modification of the Partnership approved by the Partners in accordance with the terms of this Agreement, including, without limitation, amendments or changes to reflect (1) the exercise by the General Partner of any power granted to it under this Agreement; (2) any amendments adopted by the Partners in accordance with the terms of this Agreement; (3) the admission of any substituted Partner; and (iv) the disposition by any Partner of its Interest; and (iii) all certificates of cancellation and other instruments which the General Partner or Liquidator may deem necessary to effect the dissolution and termination of the Partnership pursuant to the terms of this Agreement; and (d) any other instrument which is now or may hereafter be required by law to be filed on behalf of the Partnership or is deemed necessary by the General Partner or Liquidator to carry out fully the provisions of this Agreement in accordance with its terms. Each Partner authorizes each such attorney-in-fact to take any further action which such attorney-in-fact shall consider necessary in connection with any of the foregoing, hereby giving each such attorney-in-fact full power and authority to do and perform each and every act or thing whatsoever requisite to be done in connection with the foregoing as fully as such Partner might or could do personally, and hereby ratifying and confirming all that any such attorney-in-fact shall lawfully do or cause to be done by virtue thereof.

(b) Nature as Special Power. The power of attorney granted pursuant to this Section 5.5: (i) is a special power of attorney coupled with an interest and is irrevocable; (ii) may be exercised by any such attorney-in-fact by listing the Partners executing any agreement, certificate, instrument, or other document with the single signature of any such attorney-in-fact acting as attorney-in-fact for such Partners; and (iii) shall survive the subsequent Bankruptcy, insolvency, dissolution, or cessation of existence of a Partner and shall survive the delivery of an assignment by a Partner of the whole or a portion of its Interest (except that where the assignment is of such Partner's entire Interest and the assignee, with the required consent of the Partners, is admitted as a substituted Partner, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling any such attorney-in-fact to effect such substitution.

Section 5.6 Rights and Powers of Limited Partners.

(a) *Generally.* The Limited Partners shall not have any right or power to take part in the management or control of the Partnership or its business and affairs or to act for or bind the Partnership in any way. Notwithstanding the foregoing, the Limited Partners shall have all of the rights and powers specifically set forth in this Agreement. A Limited Partner, any Affiliate thereof or an employee, stockholder, agent, director or officer of a Limited Partner or any Affiliate thereof, may also be an employee or agent of the Partnership or a stockholder, director or officer of a General Partner. The existence of these relationships and acting in such capacities will not result in a Limited Partner being deemed to be participating in the control of the business of the Partnership or otherwise affect the limited liability of any Limited Partner.

(b) *Voting Rights.* The Limited Partners shall have the right to vote on the matters specifically reserved for their vote or approval which are set forth in this Agreement and as required by the Act.

(c) *Procedure for Consent.* In any circumstances requiring the approval or consent of a Limited Partners as specified in this Agreement, such approval or consent shall, except as expressly provided to the contrary in this Agreement, be given or withheld in the sole and absolute discretion of the Limited Partners and conveyed in writing to the General Partner not later than ten (10) days after such approval or consent was requested by the General Partner. If the General Partner receives the necessary approval or consent of the Limited Partners to such action, the General Partner shall be authorized and empowered to implement such action without further authorization by the Limited Partners.

(d) *Consent of MCI Partner.*

(i) With respect to any matter referred to in Section 5.3 hereof or with respect to any other circumstance requiring the consent or approval of the MCI Partner, either under this Agreement or the Act, the MCI Partner Designee shall have all requisite power and authority to act for and on behalf of the MCI Partner and to provide such consent or approval. The consent or approval provided by the MCI Partner Designee shall be deemed, for all purposes hereof and the Act, to constitute the consent or approval of the MCI Partner.

(ii) The MCI Partner hereby makes, constitutes, and appoints the MCI Partner Designee and any successor MCI Partner Designee, with full power of substitution and resubstitution, its true and lawful attorney-in-fact for it and in its name, place, and stead and for its use and benefit, to sign, execute, certify, acknowledge, swear to, file, publish, record, approve, waive and consent to any and all actions, agreements, or other any other instrument which is now or may hereafter be required by law of this Agreement to be executed, delivered or filed on behalf of the Partnership to carry out fully the provisions of this Agreement in accordance with its terms. The MCI Partner authorizes each such attorney-in-fact to take any further action which such attorney-in-fact shall consider necessary in connection with any of the foregoing, hereby

giving each such attorney-in-fact full power and authority to do and perform each and every act or thing whatsoever requisite to be done in connection with the foregoing as fully as such MCI Partner might or could do personally, and hereby ratifying and confirming all that any such attorney-in-fact shall lawfully do or cause to be done by virtue thereof. The power of attorney granted pursuant to this Section 5.3(d): (i) is a special power of attorney coupled with an interest and is irrevocable; (ii) may be exercised by any such attorney-in-fact by listing the Partners executing any agreement, certificate, instrument, or other document with the single signature of any such attorney-in-fact acting as attorney-in-fact for the MCI Partner; and (iii) shall survive the subsequent bankruptcy, insolvency, dissolution, or cessation of existence of a MCI Partner and shall survive the delivery of an assignment by the MCI Partner of the whole or a portion of its Interest (except that where the assignment is of the MCI Partner's entire Interest and the assignee, with the required consent of the MCI Partner, is admitted as a substituted MCI Partner, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling any such attorney-in-fact to effect such substitution).

Section 5.7 Independent Activities of Partners; Transactions with Affiliates.

(a) The General Partner shall be required to devote only such time to the affairs of the Partnership as the General Partner determines, in its sole discretion, may be necessary to manage and operate the Partnership, and each such Person, to the extent not otherwise directed by the General Partner, shall be free to serve any other Person or enterprise in any capacity that it may deem appropriate in its discretion.

(b) To the extent permitted by applicable law and except as otherwise provided in Section 5.3, the General Partner, when acting on behalf of the Partnership, is hereby authorized to purchase property from, sell property to, or otherwise deal with any Partner, acting on its own behalf, or any Affiliate of any Partner.

(c) Except as contemplated by Article 12 hereof, each Limited Partner acknowledges that the other Partners and their Affiliates are free to engage or invest in an unlimited number of activities or businesses, any one or more of which may be related to the activities or businesses of the Partnership.

(d) Subject to Section 5.3, each Partner and any Affiliate thereof may also lend money to, borrow money from, act as a surety, guarantor or endorser for, guarantee or assume one or more specific obligations of, provide collateral for, and transact other business with the Partnership and, subject to other applicable law, has the same rights and obligations with respect thereto as a Person who is not a Partner, provided that if a Partner acts as surety, guarantor, or endorser for a Partnership obligation, such act shall be at no cost to the Partnership. The existence of these relationships and acting in such capacities will not result in the Limited Partner being deemed to be participating in the control of the business of the Partnership or otherwise affect the limited liability of the Limited Partner.

ARTICLE 6
INDEMNIFICATION; EXPENSES

Section 6.1 Indemnification of the Partners.

(a) Subject to Section 6.l(e), the Partnership, its receiver or its trustee (in the case of its receiver or trustee, to the extent of Partnership Property) shall indemnify, save harmless, and pay all Expenses of the General Partner or any officers, directors, members, managers, employees or agents of the General Partner relating to any Expenses incurred by reason of any act performed or omitted to be performed by such General Partner, officer, director, member, manager, employee or agent in connection with the business of the Partnership.

(b) Subject to Section 6.l(e), in the event of any action by a Limited Partner against the General Partner or officer, director, member, manager, employee or agent of the General Partner, including a Partnership derivative suit, the Partnership, its receiver or its trustee (in the case of a receiver or trustee, to the extent of Partnership Property) shall indemnify, save harmless, and pay all Expenses of the General Partner, officer, director, member, manager, employee or agent, incurred in the defense of such action, provided that the General Partner, officer, director, member, manager, employee or agent obtains a non-appealable judgment in its favor in such action.

(c) Subject to Section 6.1(e), the Partnership, its receiver or its trustee (in the case of its receiver or trustee, to the extent of Partnership Property) shall indemnify, save harmless, and pay all Expenses of a Limited Partner or any officers, directors, members, managers, employees or agents of the Limited Partner relating to any liability or obligation of the Partnership to any third-party in connection with the Business of the Partnership; provided, however, that nothing under this Section 6.1(c) shall relieve any Limited Partner of its obligations under this Agreement.

(d) Subject to Section 6.l(e), the Partnership its receiver or its trustee (in the case of a receiver or trustee, to the extent of Partnership Property) shall indemnify, save harmless, and pay all Expenses of any General Partner incurred in connection with such Partner having made, for the benefit of the Partnership, any deposit, acquired any option, or made any other similar payment or assumed any obligation in accordance with this Agreement and in connection with the acquisition of any property by the Partnership.

(e) Section 6.1, (a), (b),(c) and (d) shall be enforced only to the maximum extent permitted by law and a Partner shall not be indemnified for or from any liability for fraud, bad faith, willful misconduct, or gross negligence of itself or any of its Affiliates. In addition to the foregoing, neither a Limited Partner nor General Partner will be indemnified with respect to any liability or obligation that was caused by or related to such Limited Partner or General Partner breaching the terms and conditions of this Agreement or exceeding its authority as a Limited Partner or General Partner.

(f) All indemnities provided for in this Agreement shall survive the transfer of an Interest.

Section 6.2 Indemnification Procedures.

(a) In the event any claim is made by a third party against a Partner or Liquidator or any officer or successor or assign of any of them (each of them being referred to as an "Indemnitee"), with respect to an actual or potential liability for which any such Person is otherwise entitled to be indemnified under any provisions of this Article 6 and any such Person wishes to be indemnified with respect thereto, such Person shall promptly notify the Partnership, its receiver or trustee (the "Indemnitor"); provided that the failure of any such Person to notify any Indemnitor shall not relieve such Indemnitor from any liability which it otherwise may have to such Person hereunder.

(b) Each Indemnitee may by notice to the Indemnitor take control of all aspects of the investigation and defense of all claims asserted against it and may employ counsel of its choice and at the expense of the Indemnitor; provided that (A) the amount of any settlement such Indemnitee may enter into must be consented to by the Indemnitor and no Indemnitee may in connection with any such investigation, defense or settlement, without the consent of the Indemnitor, require the Indemnitor or any of its subsidiaries to take or refrain from taking any action (other than payment of such a settlement amount) or to make any public statement, which such Person reasonably considers to materially adversely affect its interest, and (B) such Indemnitee may not take control of any investigation, defense or settlement which could entail a risk of criminal liability to the Indemnitor or any of its subsidiaries. Upon the request of the Indemnitor, each Indemnitee shall use its best efforts to keep the Indemnitor reasonably apprised of the status of those aspects of such investigation and defense controlled by such Indemnitee and shall provide such information with respect thereto as the Indemnitor may reasonably request. The Indemnitor shall cooperate with the Indemnitee in all reasonable respects with respect thereto.

(c) Any Indemnitor may, by notice to the Indemnitees, take control of all aspects of the investigation and defense of all claims asserted against it, and may employ counsel of its choice and at its expense; provided that (A) no Indemnitor may without the consent of any Indemnitee agree to any settlement that requires such Indemnitee to make any payment that is not indemnified hereunder, or does not grant a general release to such Indemnitee, and in any event such Indemnitor may not in connection with any such investigation, defense or settlement, without the consent of any Indemnitee, take or refrain from taking any action which would reasonably be expected to materially impair the indemnification of such Indemnitee hereunder or would require such Indemnitee to take or refrain from taking any action or to make any public statement, which such Person reasonably considers to materially adversely affect its interests, (B) no Indemnitor may take control of any investigation, defense or settlement, without the consent of any Indemnitee, if the liabilities involved in such proceedings involve any material risk of the sale, forfeiture or loss of, or the creation of any Lien on, any property of such Indemnitee and (C) no Indemnitor may take control of any investigation, defense or settlement which could entail a risk of criminal liability to any Indemnitee. Upon the request of any Indemnitee, the Indemnitor shall use its best efforts to keep such Indemnitee reasonably apprised of the status of those aspects of such investigation and defense controlled by such Indemnitor and shall provide such information with respect thereto as such Indemnitee may reasonably request. The Indemnitees shall cooperate with the Indemnitor in all reasonable respects with respect thereto.

Section 6.3 Compensation and Expenses.

(a) *Compensation and Reimbursement.* Except as otherwise provided in this Agreement, no Partner shall receive any salary, fee, or draw for services rendered to or on behalf of the Partnership or otherwise in its capacity as a Partner, nor shall any Partner be reimbursed for any expenses incurred by such Partner on behalf of the Partnership or otherwise in its capacity as a Partner.

(b) *Expenses.* The General Partner may charge the Partnership, and shall be reimbursed, for any reasonable direct expenses incurred in connection with the Partnership's business and payable to Persons other than the General Partner or any Affiliate of the General Partner.

ARTICLE 7
ACCOUNTING, BOOKS AND RECORDS

Section 7.1 Accounting, Books and Records.

(a) *Maintenance of Books and Records.* The Partnership shall maintain at its principal place of business separate books of account for the Partnership which shall show a true, complete and accurate record of all costs and expenses incurred, all charges made, all credits made and received, and all income derived in connection with the conduct of the Partnership and the operation of its business in accordance with this Agreement.

(b) *Accounting Method.* The Partnership shall use the accrual method of accounting in preparation of its annual reports and for tax purposes and shall keep its books and records accordingly.

(c) *Access to Books, Records, etc.* The Partnership will afford to the officers and authorized representatives and agents of the MCI Partner reasonable access to and the right reasonably to inspect the Partnership and its premises, facilities and the books and records contemplated by Section 17-305(a) of the Act; provided, however, that: (i) such right of inspection will not extend to books and records and other information that pertain to Affiliates of HMA or the General Partner in which an MCI Partner has no equity interest; (ii) all agreements and covenants heretofore made by HMA or its Affiliates and MCI with respect to the protection of confidential information will continue in full force and effect with respect to confidential information of the Partnership, as if made by each MCI Partner; and (iii) the MCI Partner's access to employees or other personnel of the Partnership will be limited to senior management personnel, and the MCI Partner will not contact any such personnel without first having coordinated such contact with the General Partner. The MCI Partner's rights of access and inspection provided by this Section 7.l(c) will be made available at reasonable dates and times and in such a manner as not to interfere unreasonably with the operation of the Partnership. The rights granted to a Partner pursuant to this Section 7.1 (c) are expressly subject to compliance by such Partner with the confidentiality procedures and guidelines of the Partnership, as such procedures and guidelines may be established from time to time. The foregoing will not be

deemed or construed in any way to limit or restrict any rights or entitlements which the MCI Partner may have under applicable law to inspect, review and/or have access to the Partnership's premises, facilities, books, records and employees.

Section 7.2 Financial Information and Reports.

(a) *Preparation and Delivery.* The General Partner shall be responsible for the preparation of financial reports of the Partnership and the coordination of financial matters of the Partnership with the Partnership's accountants. Within 30 days following the end of each calendar month, the Partnership will deliver to the Limited Partners true and complete copies of the unaudited balance sheets and related unaudited statements of revenues and expenses of the Partnership for the month then ended, which will be certified by the chief financial officer of the Partnership as having been prepared in accordance with GAAP and as fairly presenting in all material respects the financial position and results of operations of the Partnership as of the date and for the period indicated.

(b) *Audit Rights of MCI Partner.* The MCI Partner will have the right, at its own cost and expense and within a reasonable time after the close of each Fiscal Year of the Partnership, to have the annual financial statements of the Partnership for that Fiscal Year reviewed or audited by such firm of independent accountants as the MCI Partner may determine. The MCI Partner will also have the right, at its own cost and expense, to have so reviewed or audited all accounting records pertaining to any provision of management services to the Partnership performed by an Affiliate of HMA or the General Partner. The General Partner will cooperate in all reasonable respects with the MCI Partner and its accounting firm(s) in providing access to the Partnership's books and records for the purposes contemplated by this Section 7.2(b); provided, however, that: (i) such cooperation and access will be provided at reasonable dates and times and in such a manner as not to interfere unreasonably with the operation of the Partnership; and (ii) all out-of-pocket expenses incurred by the Partnership or the General Partner or its Affiliates in providing such cooperation and access will be promptly reimbursed by the MCI Partners upon verification of the amount thereof.

Section 7.3 Tax Information.

(a) The General Partner is authorized to make any and all elections for federal, state, and local tax purposes including, without limitation, any election, if permitted by applicable law: (i) to make the election provided for in Section 623l(a)(l)(B)(ii) of the Code or take any other action necessary to cause the provisions of Section 6221 through Section 6231 of the Code to apply to the Partnership, (ii) to adjust the basis of Partnership Property pursuant to Section 754, Section 734(b) and Section 743(b) of the Code, or comparable provisions of state or local law, in connection with Transfers of Partnership Interests and Partnership distributions; (iii) with the unanimous consent of the Limited Partners, to extend the statute of limitations for assessment of tax deficiencies against the Partners with respect to adjustments to the Partnership's federal, state, or local tax returns; and (iv) to the extent provided in Section 6221 through Section 6231 of the Code, to represent the Partnership and the Partners before taxing authorities or courts of competent jurisdiction in tax matters affecting the Partnership or the Partners in their capacities as Partners, and to file any tax returns and execute any agreements or

other documents relating to or affecting such tax matters, including agreements or other documents that bind the Partners with respect to such tax matters or otherwise affect the rights of the Partnership and the Partners. The General Partner is specifically authorized to act as the "Tax Matters Partner" under the Code and in any similar capacity under state or local law.

(b) Upon the request of the MCI Partner or the Permitted Transferee thereof, the General Partner shall cause the Partnership to make the election under Section 754 of the Code.

(c) Necessary tax information shall be delivered to each Partner as soon as practicable after the end of each Fiscal Year of the Partnership but not later than four (4) months after the end of each Fiscal Year. The Tax Matters Partner shall file tax returns for the Partnership prepared in accordance with the Code and the Regulations.

Section 7.4 Proprietary Information. Notwithstanding anything to the contrary in this Article 7, the Limited Partners shall not have access to any information contemplated by Section 17-305(h) of the Act.

ARTICLE 8
AMENDMENTS; MEETINGS

Section 8.1 Amendments. Amendments to this Agreement may be proposed by any Partner. Following such proposal, the General Partner shall submit to the Partners a verbatim statement of any proposed amendment, providing that counsel for the Partnership shall have approved of the same in writing as to form, and the General Partner shall include in any such submission a recommendation as to the proposed amendment. The General Partner shall seek the written vote of the Partners on the proposed amendment or shall call a meeting to vote thereon and to transact any other business that it may deem appropriate. Subject to Section 5.3, a proposed amendment shall be adopted and be effective as an amendment to this Agreement if it receives the affirmative vote of a majority of the Partners.

Section 8.2 Meetings of the Partners.

(a) *Notice.* Meetings of the Partners may be called by the General Partner and shall be called upon the written request of any Limited Partner. The call shall state the nature of the business to be transacted. Notice of any such meeting shall be given to all Partners not less than ten (10) or more than sixty (60) days prior to the date of such meeting. Partners may vote in person, by proxy or by telephone at such meeting. Whenever the vote or consent of Partners is permitted or required under this Agreement, such vote or consent may be given at a meeting of Partners or may be given in accordance with the procedure prescribed in Section 8.3. Except as otherwise expressly provided in this Agreement, the vote of a majority of the Partners shall control.

(b) *Record Date.* For the purpose of determining the Partners entitled to vote on, or to vote at, any meeting of the Partners or any adjournment thereof, the General Partner or the Partners requesting such meeting may fix, in advance, a date as the record date for any such determination. Such date shall not be more than sixty (60) days or less than ten (10) days before any such meeting.

(c) *Quorum.* At all meetings of the Partners, except as otherwise provided by law, there shall be present, in person or represented by proxy, Partners with at least a majority of the Interests entitled to vote thereat, in order to constitute a quorum; but if there be no quorum, the Partners present or represented may, by majority vote, adjourn the meeting from time to time, but not for a period of over thirty (30) days at any one time, without notice other than by announcement at the meeting, until a quorum shall attend. At any such adjourned meeting at which a quorum shall attend, any business may be transacted which might have been transacted at the meeting as originally called. When a quorum is once present, it is not broken by the subsequent withdrawal of any Partner.

(d) *Proxies.* Each Partner may authorize any Person or Persons to act for it by proxy on all matters in which the Partner is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Partner or its attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Partner executing it.

(e) *Presiding Partner or Person.* Each meeting of Partners shall be conducted by the General Partner or such other Person as the General Partner may appoint pursuant to such rules for the conduct of the meeting as the General Partner or such other Person deems appropriate.

Section 8.3 Written Consent. Subject to Section 5.3, notwithstanding anything to the contrary in this Agreement any action that is required to be taken by action of the Partners may be taken without a meeting, without prior notice and without a vote, if a consent or consents, in writing, setting forth the action so taken, shall be signed by a sufficient number of Partners having at least the minimum number of Interests necessary to authorize such action at a duly called meeting with all Partners present. The General Partner shall deliver a copy of any action so taken by less than unanimous written consent to all Partners promptly after the taking of such action. Notwithstanding the foregoing or anything else contained in this Agreement, any consent of the MCI Partner or MCI Partner Designee may be given orally.

ARTICLE 9
TRANSFERS

Section 9.1 Restriction on Transfers. No MCI Partner will Transfer any Interest now or hereafter owned by it except for the following Transfers to the following Persons (each, a "Permitted Transferee"), and only after compliance with the provisions of Section 9.2:

(a) any Transfer to any other Person with the prior written consent of the General Partner; or

(b) any Transfer to any Person which is, both immediately before and immediately after such Transfer, an Affiliate directly or indirectly wholly-owned by MCI; or

(c) any Transfer to any Person in full compliance with the provisions of Article 3 of the Put and First Refusal Agreement.

The parties agree that they will not cause or permit the Transfer on the books of the Partnership of any Interests now or hereafter owned by any MCI Partner unless the Transfer is made as permitted by this Section 9.1 and after compliance with Section 9.2. Any Permitted Transferee who satisfies the conditions of Section 9.2 shall be deemed admitted as a Limited Partner for all purposes of this Agreement and the Act. If a Permitted Transferee does not satisfy the conditions of Section 9.2 such Transfer shall be deemed null and void and of no force an effect with respect to all rights associated with such Interest.

Section 9.2 Agreement of Certain Transferees. Notwithstanding any other provision of this Agreement to the contrary, no Transfer of any Interest of an MCI Partner to a Permitted Transferee or a transfer by a HMA Partner will be effective unless each such Permitted Transferee or transferee of a HMA Partner, as a precondition to the Transfer, satisfies the following conditions:

(a) The Permitted Transferee or transferee of a HMA Partner becomes a party to this Agreement by dating and executing a copy of this Agreement and delivering it to the General Partner. In such event, such Permitted Transferee or transferee of a HMA Partner will be bound, as of the date of such execution and delivery, by all of the terms and conditions hereof as they apply to the Partner who transferred such Interest.

(b) The Permitted Transferee or transferee of a HMA Partner provides the Partnership with its taxpayer identification number, sufficient information to determine the transferee's initial tax basis in the Interest Transferred, and any other information reasonably necessary to permit the Partnership to file all required federal and state tax returns and other legally required information statements or returns. Without limiting the generality of the foregoing, the Partnership shall not be required to make any distribution otherwise provided for in this Agreement with respect to any transferred Interest until it has received such information.

Section 9.3 Rights of Unadmitted Assignees; Admission of Substitute Partners.

(a) *In General.* A Person who acquires an Interest but who is not admitted as a substituted Partner pursuant to Section 9.3(b) or (c), as appropriate, shall be entitled only to allocations and distributions with respect to such Interest in accordance with this Agreement, and shall have no right to any information or accounting of the affairs of the Partnership, shall not be entitled to inspect the books or records of the Partnership, and shall not have any of the rights of a General Partner or a Limited Partner under the Act or this Agreement.

(b) *General Partner.* A transferee who acquires an Interest from a General Partner hereunder by means of a Transfer but who is not admitted as a General Partner, shall have no authority to act for or bind the Partnership, to inspect the Partnership's books, or

otherwise to be treated as a General Partner. Following such a Transfer, the transferor shall not cease to be a general partner of the Partnership and shall continue to be a General Partner until: (i) such transferee is admitted as a General Partner by the vote of the Limited Partners under Section 10.3; and (ii) such transferee becomes a party to this Agreement by dating and executing a copy of this Agreement in accordance with Section 9.2.

(c) *Limited Partners.* If a Limited Partner, other than one subject to the restrictions of Section 9.1, Transfers an Interest to a transferee, the Limited partner transferring such Interest shall not cease to be a Limited Partner of the Partnership and shall continue to be a Limited Partner until such time as the transferee is admitted as a Limited Partner. Such a transferee shall be deemed admitted as a Limited Partner upon: (i) the written consent of the General Partner and (2) the compliance with such transferee of the requirements of Section 9.2.

(d) *Timing of Admission of New Partners.* If the transferee of an Interest from a Partner is admitted as a Partner under this Agreement, such transferee shall be deemed admitted to the Partnership as a substituted Partner immediately prior to the Transfer, and such transferee shall continue the business of the Partnership without dissolution.

Section 9.4 Representations; Legend. Each Partner hereby agrees that the following legend may be placed upon any counterpart of this Agreement, the Certificate, or any other document or instrument evidencing ownership of Interests:

> "Transfer of the Interests represented is restricted by the terms of a certain Agreement of Limited Partnership, dated May 1, 2002 among the Lone Star HMA, L.P. and its Partners, a copy of which is on file at the office of the Partnership."

Section 9.5 Distributions and Allocations in Respect of Transferred Interests. If any Interest is Transferred during any Fiscal Year in compliance with the provisions of this Article 9, Profits, Losses, each item thereof, and all other items attributable to the Transferred Interest for such Fiscal Year shall be divided and allocated between the transferor and the transferee by taking into account their varying Percentage Interests during the Fiscal Year in accordance with Section 706(d) of the Code, using any conventions permitted by law and selected by the General Partner. All distributions on or before the date of such Transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee. Solely for purposes of making such allocations and distributions, the Partnership shall recognize such Transfer not later than the end of the calendar month during which it is given notice of such Transfer, provided that, if the Partnership is given notice of a Transfer at least twenty (20) days prior to the Transfer, the Partnership shall recognize such Transfer as of the date of such Transfer, and provided further that if the Partnership does not receive a notice stating the date such Interest was Transferred and such other information as the General Partner may reasonably require within thirty (30) days after the end of the Fiscal Year during which the Transfer occurs, then all such items shall be allocated, and all distributions shall be made, to the Person who, according to the books and records of the Partnership, was the owner of the Interest on the last day of such Fiscal Year. Neither the Partnership nor any General Partner shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 9.5, whether or not any General Partner or the Partnership has knowledge of any Transfer of ownership of any Interest.

ARTICLE 10
REMOVAL AND ELECTION OF GENERAL PARTNER

Section 10.1 Covenant Not to Withdraw, Transfer, or Dissolve. Except as otherwise permitted by this Agreement, the General Partner hereby covenants and agrees not to (a) take any action to file a certificate of dissolution or its equivalent with respect to itself, (b) withdraw or attempt to withdraw from the Partnership, (c) exercise any power under the Act to dissolve the Partnership, (d) Transfer all or any portion of its Interest as a General Partner, or (f) petition for judicial dissolution of the Partnership. Further, the General Partner hereby covenants and agrees to continue to carry out the duties of a General Partner hereunder until the Partnership is dissolved and liquidated pursuant to Article 11.

Section 10.2 Termination of Status as General Partner.

(a) The General Partner shall cease to be a General Partner upon the first to occur of (i) the bankruptcy of the General Partner; (ii) the Transfer of the General Partner's entire Interest as a General Partner, provided that the transferee is admitted as a substituted General Partner pursuant to Section 9.3(a); (iii) the involuntary Transfer by operation of law of such General Partner's entire Interest in the Partnership, provided that the transferee is admitted as a substituted General Partner pursuant to Section 9.3(a) (iv) the vote of a majority of the Limited Partners to approve a request by such General Partner to retire, or (v) the vote of a majority of the Limited Partners to remove such General Partner after such General Partner has committed any act or suffered any other condition that would justify a decree of dissolution of the Partnership under the laws of the State of Delaware. In the event a Person ceases to be a General Partner without having Transferred its entire Interest as a General Partner, such Person shall be treated as an unadmitted transferee of an Interest as a result of a Transfer. If a Person ceases to be a General Partner for any reason under this Agreement, such Person shall continue to be liable as a General Partner for all debts and obligations of the Partnership existing at the time such Person ceases to be a General Partner, regardless of whether, at such time, such debts or liabilities were known or unknown, actual or contingent. A Person shall not be liable as a General Partner for Partnership debts and obligations arising after such Person ceases to be a General Partner. Any debts, obligations, or liabilities in damages to the Partnership of any Person who ceases to be a General Partner shall be collectible by any legal means and the Partnership is authorized, in addition to any other remedies at law or in equity, to apply any amounts otherwise distributable or payable by the Partnership to such Person to satisfy such debts, obligations, or liabilities.

(b) If at the time a Person ceases to be a General Partner such Person is also a Limited Partner with respect to an Interest other than its Interest as a General Partner, such cessation shall not affect such Person's rights and obligations with respect to such Interest.

Section 10.3 Election of New General Partners. Provided the Partnership has one General Partner, any Partner may nominate one or more Persons for election as additional General Partners. The election of an additional General Partner shall require an affirmative vote of a majority in interest of the Limited Partners. If there is only one General Partner and the status of such General Partner terminates for any reason under Section 10.2, the HMA Partners and the MCI Partner agree to vote their Interests to elect the successor General Partner nominated by the HMA Partners, so as to avoid the occurrence of a Liquidating Event; provided, however, that if the HMA Partners fail to nominate and to vote their Interests in favor of the successor General Partner within twenty days after any termination contemplated by Section 10.2 and such failure is not remedied within twenty (20) days after the HMA Partners receive written notice from the MCI Partner of such failure, then the MCI Partner shall have the right to appoint such successor General Partner upon the expiration of such 20-day period.

ARTICLE 11
DISSOLUTION AND WINDING UP

Section 11.1 Liquidating Events. The Partnership shall dissolve and commence winding up and liquidating upon the first to occur of any of the following (each a "Liquidating Event"):

(a) The sale of all or substantially all of the Partnership Property;

(b) The unanimous vote of the Partners to dissolve, wind up, and liquidate the Partnership;

(c) The happening of any other event that makes it unlawful, impossible, or impractical to carry on the business of the Partnership; or

(d) The withdrawal or removal of the General Partner, the assignment by the General Partner of its entire Interest, or any other event that causes the General Partner to cease to be a general partner under the Act, provided that any such event shall not constitute a Liquidating Event if the Partnership is continued pursuant to this Section 11.1.

The Partners hereby agree that, notwithstanding any provision of the Act, the Partnership shall not dissolve prior to the occurrence of a Liquidating Event. Upon the occurrence of any event set forth in Section 11.l(d) (so long as no other Liquidating Event has occurred), the Partnership shall not be dissolved or required to be wound up if (x) at the time of such event there is at least one remaining General Partner and that General Partner carries on the business of the Partnership (any such remaining General Partner being hereby authorized to carry on the business of the Partnership), or (y) within ninety (90) days after such event all remaining Partners agree in writing to continue the business of the Partnership and to the appointment, effective as of the date of such event, of one or more additional General Partners. If it is determined, by a court of competent jurisdiction, that the Partnership has dissolved prior to the occurrence of a Liquidating Event, or if upon the occurrence of an event specified in Section 11.1(d), the Partners fail to appoint a substitute General Partner effective as of such event and to agree to continue the

business of the Partnership as provided in this Section 11.1, then within an additional ninety (90) days after such determination or the last day of such ninety (90) day period, as the case may be (the "Reconstitution Period"), a two-thirds majority of the Partners may elect to reconstitute the Partnership and continue its business on the same terms and conditions set forth in this Agreement by forming a new limited partnership on terms identical to those set forth in this Agreement and having as a general partner a Person elected by such two-thirds majority. Upon any such election by a two-thirds majority of the Partners, all Partners shall be bound thereby and shall be deemed to have consented thereto. Unless such an election is made within the Reconstitution Period, the Partnership shall wind up its affairs in accordance with Section 11.2. If such an election is made within the Reconstitution Period, then:

(i) The reconstituted limited partnership shall continue until the occurrence of a Liquidating Event as provided in this Section 11.1;

(ii) If the successor general partner is not a former General Partner, then the Interest of any former General Partner shall be treated thenceforth as the Interest of a Limited Partner; and

(iii) All necessary steps shall be taken to cancel this Agreement and the Certificate and to enter into a new partnership agreement and certificate of limited partnership, and the successor general partner may for this purpose exercise the powers of attorney granted the General Partner pursuant to Section 5.5 and shall cause such certificate of limited partnership for the reconstituted partnership to be filed in the office of the Secretary of State of Delaware in accordance with the Act;

provided that the right of a two-thirds majority of the Partners to select a successor general partner and to reconstitute and continue the business of the Partnership shall not exist and may not be exercised unless the Partnership has received an opinion of counsel that the exercise of the right would not result in the loss of limited liability of any Limited Partner and neither the Partnership nor the reconstituted partnership would cease to be treated as a partnership for federal income tax purposes upon the exercise of such right to continue.

Section 11.2 Winding Up. Upon the occurrence of a Liquidating Event, the Partnership shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Partners and no Partner shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Partnership's business and affairs. To the extent not inconsistent with the foregoing, all covenants contained in this Agreement and obligations provided for in this Agreement shall continue to be fully binding on the Partners until such time as the Partnership Property has been distributed pursuant to this Section 11.2 and the Certificate has been canceled in accordance with the Act. The Liquidator shall be responsible for overseeing the winding up and dissolution of the Partnership, shall take full account of the Partnership's liabilities and property, shall cause the Partnership Property to be liquidated as promptly as is consistent with obtaining the fair value thereof unless the Partners unanimously consent to distributions of all or any part of the Partnership Property in kind, and shall cause the Partnership Property or the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed in the following order:

(a) First, to creditors other than the General Partner in satisfaction of all of the Partnership's debts and liabilities other than liabilities for which reasonable provision for payment has been made and liabilities for distributors under Section 17-606 of the Act;

(b) Second, to the payment and discharge of all of the Partnership's debts and liabilities to the General Partner to the extent adequate provision therefore has not been made; and

(c) The balance, if any, to the Partners in accordance with their positive Capital Accounts, after giving effect to all contributions, distributions, and allocations for all periods.

The General Partner shall not receive any additional compensation for any services performed pursuant to this Article 11. The General Partner understands and agrees that by accepting the provisions of this Section 11.2 setting forth the priority of the distribution of the assets of the Partnership to be made upon its liquidation, the General Partner expressly waives any right which it, as a creditor of the Partnership, might otherwise have under the Act to receive distributions of assets pari passu with the other creditors of the Partnership in connection with a distribution of assets of the Partnership in satisfaction of any liability of the Partnership, and hereby subordinates to said creditors any such right.

Section 11.3 Limitations on Distributions. In the discretion of the Liquidator, a pro rata portion of the distributions that would otherwise be made to the Partners pursuant to this Article 11 may be:

(a) Distributed to a trust established for the benefit of the Partners solely for the purposes of liquidating Partnership Property, collecting amounts owed to the Partnership, and paying any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partner arising out of or in connection with the Partnership. The assets of any such trust shall be distributed to the Partners from time to time, in the reasonable discretion of the Liquidator in the same proportions as the amount distributed to such trust by the Partnership would otherwise have been distributed to the Partners pursuant to Section 11.2; or

(b) Withheld to provide a reasonable reserve for Partnership liabilities (contingent or otherwise) and to allow for the collection of the unrealized portion of any installment obligations owed to the Partnership, provided that such withheld amounts shall be distributed to the Partners as soon as practicable.

The portion of the distributions that would otherwise have been made to each of the Partners that is instead distributed to a trust pursuant to Section 11.3(a) or withheld to provide a reserve pursuant to Section 11.3(b) shall be determined in the same manner as the expense or deduction would have been allocated if the Partnership had realized an expense equal to such amounts immediately prior to distributions being made pursuant to Section 11.2.

Section 11.4 Compliance With Certain Requirements of Regulations; Deficit Capital Accounts. In the event the Partnership is "liquidated" within the meaning of Section 1.704- l(b)(2)(ii)(g) of the Regulations, (x) distributions shall be made pursuant to this Article 11 to the Partners who have positive Capital Accounts in compliance with Section 1.704-l(b)(2)(ii)(b)(2) of the Regulations, and (y) if any General Partner's Capital Account has a deficit balance (after giving effect to all contributions, distributions, and allocations for all taxable years, including the taxable year during which such liquidation occurs), such General Partner shall contribute to the capital of the Partnership the amount necessary to restore such deficit balance to zero in compliance with Section 1.704-1(b)(2)(ii)(b)(3) of the Regulations. If any Limited Partner has a deficit balance in its Capital Account (after giving effect to all contributions, distributions, and allocations for all taxable years, including the taxable year during which such liquidation occurs), such Limited Partner shall have no obligation to make any contribution to the capital of the Partnership with respect to such deficit, and such deficit shall not be considered a debt owed to the Partnership or to any other Person for any purpose whatsoever. In the discretion of the Liquidator, a pro rata portion of the distributions that would otherwise be made to the Partners pursuant to this Article 11 may be:

(a) Distributed to a trust established for the benefit of the Partners solely for the purposes of liquidating Partnership Property, collecting amounts owed to the Partnership, and paying any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partner arising out of or in connection with the Partnership. The assets of any such trust shall be distributed to the Partners from time to time, in the reasonable discretion of the Liquidator in the same proportions as the amount distributed to such trust by the Partnership would otherwise have been distributed to the Partners pursuant to Section 11.2; or

(b) Withheld to provide a reasonable reserve for Partnership liabilities (contingent or otherwise) and to allow for the collection of the unrealized portion of any installment obligations owed to the Partnership, provided that such withheld amounts shall be distributed to the Partners as soon as practicable.

The portion of the distributions that would otherwise have been made to each of the Partners that is instead distributed to a trust pursuant to Section 11.3(a) or withheld to provide a reserve pursuant to Section 11.3(b) shall be determined in the same manner as the expense or deduction would have been allocated if the Partnership had realized an expense equal to such amounts immediately prior to distributions being made pursuant to Section 11.2.

Section 11.5 Deemed Contribution and Distribution. In the event the Partnership is liquidated within the meaning of Section 1.704-1 (b)(2)(ii)(g) of the Regulations but no Liquidating Event has occurred, the Partnership Property shall not be liquidated, the Partnership's liabilities shall not be paid or discharged, and the Partnership's affairs shall not be wound up. Instead, solely for federal income tax purposes, the Partnership shall be deemed to have contributed all Partnership Property and liabilities to a new limited partnership in exchange for an interest in such new limited partnership and, immediately thereafter, the Partnership will be deemed to liquidate by distributing interests in the new limited partnership to the Partners.

Section 11.6 Rights of Partners. Each Partner shall look solely to the assets of the Partnership for the return of its Capital Contribution and shall have no right or power to demand or receive property other than cash from the Partnership, and no Partner shall have priority over any other Partner as to the return of its Capital Contributions or distributions.

Section 11.7 Notice of Dissolution. In the event a Liquidating Event occurs or an event occurs that would, but for provisions of Section 11.1, result in a dissolution of the Partnership, the General Partner shall, within thirty (30) days thereafter, provide written notice thereof to each of the Partners and to all other parties with whom the Partnership regularly conducts business (as determined in the discretion of the General Partner) and shall publish notice thereof in a newspaper of general circulation in each place in which the Partnership regularly conducts business (as determined in the discretion of the General Partner).

Section 11.8 Character of Liquidating Distributions. All payments made in liquidation of the Interest of a retiring Partner pursuant to Article 11 shall be made in exchange for the interest of such Partner in Partnership Property pursuant to Section 736(b)(1) of the Code, including the interest of such Partner in Partnership goodwill.

Section 11.9 The Liquidator.

(a) *Definition*. The "Liquidator" shall mean the General Partner; provided that either (i) if a Bankruptcy has occurred with respect to the General Partner, or (ii) if there is no remaining General Partner, then a "Liquidator" shall be appointed by the Limited Partners, which Person may be the General Partner.

(b) *Fees*. In the event that the Liquidator is other than a General Partner, the Partnership is authorized to pay a reasonable fee to the Liquidator for its services performed pursuant to this Article 11 and to reimburse the Liquidator for its reasonable costs and expenses incurred in performing those services.

(c) *Indemnification*. In the event that the Liquidator is a Person other than a General Partner, the Partnership, or in the event that the Partnership has terminated, the General Partner, shall indemnify, save harmless, and pay all judgments and claims against, such Liquidator or any officers, directors, agents or employees of the Liquidator relating to any liability or damage incurred by reason of any act performed or omitted to be performed by the Liquidator, officer, director, agents or employees in connection with the liquidation of the Partnership, including reasonable attorneys' fees incurred by the Liquidator, officer, director, agent or employee in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred, except to the extent such liability or damage is caused by the gross negligence, fraud, or willful misconduct of the Liquidator or any partners, officers, directors, agents or employees of the Liquidator.

ARTICLE 12
RESTRICTIVE COVENANT

Section 12.1 Restrictive Covenant. The parties hereby acknowledge that the HMAPartners and their Affiliates are subject to and bound by the terms of a certain restrictive covenant contained in Section 10.3 of a certain Partnership Interest Purchase Agreement, dated February 25, 2002, by and among, Health Management Associates, Inc., Manor Care, Inc. and the Partners..

ARTICLE 13
PRE-EMPTIVE RIGHTS

Section 13.1 Generally. The Partnership will not authorize, issue, offer or sell, or cause to be authorized, issued, offered or sold, any Interests unless the Partnership has first offered such Interests to the MCI Partner in accordance with the procedure provided by Section 13.l(a).

(a) Prior to the authorization, issuance, offer or sale of any Interests (each, an "Offering"), the Partnership will offer to the MCI Partner such additional amount of Interests as will enable the MCI Partner to maintain the same Percentage Interest immediately after consummation of the Offering as the MCI Partner had immediately prior to consummation of the Offering (the "MCI Pro Rata Share"). For a 60-day period after the Partnership gives written notice to the MCI Partner of the terms and conditions of any Offering, the MCI Partner will be entitled to subscribe for the MCI Pro Rata Share of the Interests being offered, on the same terms and conditions (including price and payment terms) as pertain to the Offering. If the MCI Partner fails to subscribe for the MCI Pro Rata Share of the offered Interests within such 60-day period, or if the MCI Partner subscribes therefor but fails to consummate the purchase of the MCI Pro Rata Share in accordance with the terms and conditions that pertain to the Offering, then the MCI Partner will have no further rights whatsoever with respect to the Interests subject to the Offering.

(b) The amount paid by the MCI Partner to purchase the MCI Pro Rata Share of the offered Interests will be a Capital Contribution of the MCI Partner, and after payment thereof, the parties' respective Percentage Interests will be recalculated to reflect the same.

ARTICLE 14
PARENT GUARANTY

Section 14.1 Guaranty of Parent Entities. HMA hereby ensures and guarantees to the MCI Partner the full and timely performance by the HMA Partners of all of their duties, responsibilities and obligations under and pursuant to this Agreement. MCI hereby ensures and guarantees to the HMA Partners the full and timely performance by the MCI Partner of all of its duties, responsibilities and obligations under and pursuant to this Agreement. Nothing contained in this Section 14.1 will be construed as giving rise to any rights to or in any third-party against HMA or MCI, including, but not limited to any creditors of the Partnership.

ARTICLE 15
MISCELLANEOUS

Section 15.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing or by facsimile and shall be deemed to have been delivered, given, and received for all purposes (i) if delivered personally, to the Person or to an officer of the Person to whom the same is directed or (ii) when the same is actually received, if sent by registered or certified mail or by overnight courier, postage and charges prepaid or by facsimile, if such facsimile is followed by a hard copy of the facsimilied communication sent by registered or certified mail or by overnight courier, charges prepaid, addressed as follows, or to such other address as such Person may from time to time specify by notice to the Partners:

(a) If to the Partnership, to the Partnership at the address set forth in Section 1.4;

(b) If to a General Partner, to the address set forth in Section 2.1; and

(c) If to a Limited Partner, to the address set forth in Section 2.2.

Any Person may from time to time specify a different address by notice to the Partnership and the Partners.

Section 15.2 Effect. This Agreement, together with the Put and First Refusal Agreement, supersedes all prior agreements and constitutes the entire agreement of whatsoever kind or nature existing among the parties representing the within subject matter, and no party will be entitled to benefits other than those specified herein and therein. The parties specifically acknowledge that in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained herein and therein and no others. All prior representations or agreements, whether written or oral, are superseded unless and until made in writing and signed by the party sought to be charged therewith. This Agreement may be amended, and the terms hereof may be modified, only by a writing executed by MCI and HMA, and any matter referred to herein as mutually agreed to or designated by the parties must be evidenced by such a writing. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective successors, transferees, and assigns.

Section 15.3 Construction. Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner. The terms of this Agreement are intended to embody the economic relationship among the Partners and shall not be subject to modification by, or be conformed with, any actions by the Internal Revenue Service except as this Agreement may be explicitly so amended and except as may relate specifically to the filing of tax returns.

Section 15.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision.

Section 15.5 Severability. Except as otherwise provided in the succeeding sentence, every provision of this Agreement is intended to be severable, and if any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement. The preceding sentence of this Section 15.5 shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any Partner to lose the benefit of its economic bargain.

Section 15.6 Incorporation by Reference. Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is not incorporated in this Agreement by reference unless this Agreement expressly otherwise provides.

Section 15.7 Further Action. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

Section 15.8 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the Person or Persons may require.

Section 15.9 Governing Law; Venue.

(a) This Agreement will be governed by and construed in accordance with the laws of the State of Delaware without regard to its principles of conflicts of laws. The parties agree that, except as otherwise provided by Section 13.9(b), the sole and exclusive forum for any claim, demand, action, suit or proceeding related to this Agreement, the interpretation or construction hereof and the transactions contemplated hereby will be the Court of Chancery of and for the County of New Castle, State of Delaware. Each party unconditionally and irrevocably agrees not to bring any claim, demand, action, suit or proceeding in any other forum and not to plead or otherwise attempt to defeat the trial of such a matter in such court, whether by asserting that such court is an inconvenient forum, lacks jurisdiction (personal or other) or otherwise. EACH PARTY RECOGNIZES THAT IT IS NOT ENTITLED TO TRIAL BY JURY IN THE COURT OF CHANCERY.

(b) No party will resort to litigation against another party regarding a dispute arising out of this Agreement without first attempting to resolve the dispute by non-binding mediation. Any party may initiate a mediation proceeding by written request to all of the other parties. For a reasonable time thereafter, the parties will be obligated to engage in good faith in

mediation, which will be conducted in accordance with the Center for Public Resources Model Procedure for Mediation of Business Disputes. The expenses of such mediation will be borne by the non-prevailing party of such mediation or as otherwise determined in such mediation proceeding.

Section 15.10 Waiver of Action for Partition; No Bill For Partnership Accounting. Each Partner irrevocably waives any right that it may have to maintain any action for partition with respect to any of the Partnership Property. To the fullest extent permitted by law, each Partner covenants that it will not (except with the consent of the General Partner) file a bill for Partnership accounting.

Section 15.11 Enforcement Expenses. In the event any party elects to incur legal expenses in connection with any legal or equitable proceeding to enforce, defend or interpret any provision of this Agreement, as between it and any other party, the prevailing party will be entitled to recover from the other party such legal expenses, including reasonable attorney's fees, costs and necessary disbursements, in addition to any other relief to which such party may be entitled.

Section 15.12 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

Section 15.13 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions which the General Partner may take and all determinations which the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

Section 15.14 Specific Performance. Each Partner agrees with the other Partners that the other Partners would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, it is agreed that, in addition to any other remedy to which the nonbreaching Partners may be entitled, at law or in equity, the nonbreaching Partners shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and specifically to enforce the terms and provisions in any action instituted in any court of the United States or any state thereof having subject matter jurisdiction thereof.

Section 15.15 Waiver of Jury Trial. Each of the Partners irrevocably waives to the extent permitted by law all rights to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

* * * * *

IN WITNESS WHEREOF, the parties have entered into this Agreement of Limited Partnership as of the day first above set forth.

GENERAL PARTNER:

MESQUITE HMA GENERAL, LLC

By: /s/ Timothy R. Parry
Timothy R. Parry, Senior Vice President and Secretary

LIMITED PARTNERS:

MESQUITE HMA LIMITED, LLC

By: /s/ Timothy R. Parry
Timothy R. Parry, Senior Vice President and Secretary

MANORCARE OF HINSDALE, INC.

By: /s/ Steven Cavanaugh
Steven Cavanaugh, Vice President and Director of Corporate Development

GUARANTORS:

MANOR CARE, INC.

By: /s/ Steven Cavanaugh
Steven Cavanaugh, Vice President and Director of Corporate Development

[signature page to Agreement of Limited Partnership continues]

HEALTH MANAGEMENT ASSOCIATES, INC.

By: /s/ Timothy R. Parry
Timothy R. Parry, Senior Vice President and Secretary

THIS IS A CONTINUATION OF THE SIGNATURE PAGE TO THE AGREEMENT OF LIMITED PARTNERSHIP OF LONE STAR HMA, L.P. AND IS EXECUTED BY THE PARTY NAMED ABOVE

Exhibit 3.264

Business ID: 938594
Date Filed: 09/23/2008 12:00 PM
C. Delbert Hosemann, Jr.
Secretary of State

F0100

OFFICE OF THE SECRETARY OF STATE
P O BOX 136, JACKSON, MS 39205-0136
(601)359-1633

Mississippi LLC Certificate of Formation

The undersigned hereby executes the following document and sets forth:
(fields marked with an asterisks are required)

1. Name of the Limited Liability Company: (The name must include the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")

⇨ Madison HMA, LLC

2. The future effective date is (Complete if Applicable)

3. Federal Tax ID if available (Do not put Social Security Number in the box)

⇨ 03-0400182

4. Name and Street Address of the Registered Agent and Registered Office is (must be in Mississippi)

⇨ Name: C T Corporation System

⇨ Physical Address: 645 Lakeland East Drive, Suite 101

⇨ P.O. Box:

*City: Flowood | *State: MS | *Zip4 - Zip 5: 39232

8644 18 SEP 23 08

5. If the Limited Liability Company is to have a specific date of dissolution, the latest date upon which the Limited Liability Company is to dissolve is

⇨

6. Is full or partial management of the Limited Liability Company vested in a manager or managers? (Mark Appropriate box)

⇨ ☒ Yes ☐ No

7. Other matters the managers or members elect to include: (Attach additional pages if necessary)

⇨

⇨

F0100

OFFICE OF THE SECRETARY OF STATE
P O BOX 136, JACKSON, MS 39205-0136
(601)359-1633

Certificate of Formation

8. Signatures: This certificate must be signed by at least one member, manager, or organizer. (If signed by "manager" box 6 on page one 1 should be marked "yes".) The name, title, and address of each signer should be included in the spaces indicated. This page may be duplicated for additional signatures.

* Printed Name: Timothy R. Parry — * Title: Sr. Vice President

* By: Signature: Timothy R. Parry (please keep writing within blocks)

Street and Mailing Address

⇨ * Physical Address: 5811 Pelican Bay Blvd., Suite 500

⇨ * P. O. Box:

⇨ * City: Naples — State: FL — Zip4 – Zip5: 34108

Printed Name: — Title:

By: Signature: (please keep writing within blocks)

Street and Mailing Address

⇨ Physical Address:

⇨ P. O. Box:

⇨ City: — State: — Zip4 – Zip 5:

Rev. 02/08

MS035 - 02/12/2008 C T System Online

8641 18 SEP 23 08

Business ID: 938594
Date Filed: 10/02/2008 05:00 AM
C. Delbert Hosemann, Jr.
Secretary of State

F0102 - Page 1 of 2

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE

P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Certificate of Merger

The undersigned Limited Liability Companies, pursuant to Senate Bill 2395, Chapter 402, Laws of 1994, hereby execute the following Certificate of Merger and set forth:

1. The names and jurisdiction of formation or organization of the Limited Liability Companies

Madison HMA, LLC, a Delaware limited liability company (Non-Survivor)

Madison HMA, LLC, a Mississippi limited liability company (Survivor)

2. The plan or agreement of merger has been approved and executed by each party to the merger

3. The name of the surviving Limited Liability Company

Madison HMA, LLC

4. The future effective date is (Complete if applicable)

5. The plan or agreement of merger. (Attach agreement or plan) XXXXXXXXXXXXXXXXXX is attached.

6. The Secretary of State of Mississippi is appointed the registered agent of this Limited Liability Company for service process in a proceeding to enforce any obligation of each domestic Limited Liability Company party to the merger. (Applicable only if the surviving organization is a Foreign Limited Liability Company.)

Name of Limited Liability Company: Madison HMA, LLC (DE LLC)

By: Signature: By: Hospital Management Associates, Inc. - Manager

(Please keep writing within blocks)

Printed Name: Timothy R. Parry

Title: Sr. Vice President

08-OCT-2008 09:49:58

Rev. 01/96

MS045 - 02/09/01 CT System Online

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Merger

Street and Mailing Address

Physical Address: 5811 Pelican Bay Blvd., Suite 500

P.O. Box:

City, State, ZIP5, ZIP4: Naples | FL | 34108 - 2710

Name of Limited Liability Company: Madison HMA, LLC (MS LLC)

By: Signature: By: Hospital Management Associates, Inc. - Manager

(Please keep writing within blocks)

Printed Name: Timothy R. Parry | Title: Sr. Vice President

Street and Mailing Address

Physical Address: 5811 Pelican Bay Blvd., Suite 500

P.O. Box:

City, State, ZIP5, ZIP4: Naples | FL | 34108 - 2710

08 OCT-2 | 96496

Rev. 01/96

PLAN OF MERGER
BETWEEN
MADISON HMA, LLC
(A DELAWARE LIMITED LIABILITY COMPANY)
AND
MADISON HMA, LLC
(A MISSISSIPPI LIMITED LIABILITY COMPANY)

This Plan and Agreement of Merger, dated this 26th day of September, 2008, is made pursuant to Section 79-29-209 of the Mississippi Limited Liability Company Act, between **Madison HMA, LLC**, a Delaware limited liability company and **Madison HMA, LLC**, a Mississippi limited liability company.

WITNESSETH that:

WHEREAS, Madison HMA, LLC is a limited liability company organized and existing under the laws of the State of Delaware, its Certificate of Formation having been filed in the Office of the Delaware Secretary of State on September 25, 2008 (together with a Certificate of Conversion of Madison HMA, Inc., converting such corporation to a limited liability company, Madison HMA, LLC); and

WHEREAS, Madison HMA, LLC is a Limited liability company organized and existing under the laws of the State of Mississippi, its Certificate of Formation having been filed in the Office of the Mississippi Secretary of State on September 23, 2008; and

WHEREAS, the Sole Member of each constituent limited liability company deems it advisable that Madison HMA, LLC, a Delaware limited liability company, be merged into Madison HMA, LLC, a Mississippi limited liability company, on the terms and conditions hereinafter set forth, in accordance with the applicable statutes of Delaware and Mississippi;

NOW, THEREFORE, the limited liability companies, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

ARTICLE ONE

Pursuant to the provisions of the laws of the states of Delaware and Mississippi, Madison HMA, LLC, a Delaware limited liability company, hereby merges into Madison HMA, LLC, a Mississippi limited liability company, which shall be the surviving limited liability company.

ARTICLE TWO

The Certificate of Formation of Madison HMA, LLC, a Mississippi limited liability company, as heretofore amended, is in effect on the date of the merger provided for in this Agreement and shall continue in full force and effect as the Certificate of Formation of the limited liability company surviving this merger.

ARTICLE THREE

The authorized ownership of each limited liability company which is a party to the merger is as follows:

(a) Health Management Associates, Inc., a Delaware corporation, is the Sole Member of Madison HMA, LLC, a Delaware limited liability company, and owns one thousand (1,000) ownership units representing a 100% ownership interest in Madison HMA, LLC, a Delaware limited liability company. The number of such ownership units is not subject to change prior to the effective date of the merger.

(b) Health Management Associates, Inc., a Delaware corporation, is the Sole Member of Madison HMA, LLC, a Mississippi limited liability company, and owns one hundred (100) ownership units representing a 100% ownership interest in Madison HMA, LLC, a Mississippi limited liability company. The number of such ownership units is not subject to change prior to the effective date of the merger.

ARTICLE FOUR

The manner of converting the ownership units of each constituent limited liability company into units or other securities of the surviving limited liability company shall be as follows:

(a) The one hundred (100) ownership units of Madison HMA, LLC, a Mississippi limited liability company, which shall he issued and outstanding immediately prior to the effective date of this Agreement, shall remain issued and outstanding.

(b) The one thousand (1,000) ownership units of Madison HMA, LLC, a Delaware limited liability company, outstanding immediately prior to the effective date of the merger shall be automatically cancelled and extinguished and converted into and become the right to receive one hundred (100) ownership units of Madison HMA, LLC, a Mississippi limited liability company.

ARTICLE FIVE

The terms and conditions of the merger are as follows:

(a) The limited liability company agreement of Madison HMA, LLC, a Mississippi limited liability company, as it shall exist on the effective date of this Agreement shall be and remain the limited liability company agreement of the surviving limited liability company until the same shall be altered, amended and repealed as therein provided.

(b) The officers of Madison HMA, LLC, a Mississippi limited liability company, shall continue in office until the Manager of Madison HMA, LLC, a Mississippi limited liability company, shall elect new officers.

(c) This merger shall become effective upon filing with the Secretary of State of Mississippi.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the

merged limited liability company shall be transferred to, vested in and devolve upon the surviving limited liability company without further act or deed and all property, rights, and every other interest of the surviving limited liability company and the merged limited liability company shall be as effectively the property of the surviving limited liability company as they were of the surviving limited liability company and the merged limited liability company respectively. The merged limited liability company hereby agrees from time to time, as and when requested by the surviving limited liability company or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving limited liability company may deem to be necessary or desirable in order to vest in and confirm to the surviving limited liability company title to and possession of any property of the merged limited liability company acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers of the merged limited liability company and the proper officers of the surviving limited liability company are fully authorized in the name of the merged limited liability company or otherwise to take any and all such action.

****

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their Sole Member have caused these presents to be executed by the Senior Vice President of each party hereto as the respective act, deed and agreement of said limited liability company on this 26th day of September, 2008.

MADISON HMA, LLC
(a Delaware limited liability company)

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

MADISON HMA, LLC
(a Mississippi limited liability company)

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

Exhibit 3.265

SECOND AMENDED AND RESTATED

OPERATING AGREEMENT

OF

MADISON HMA, LLC

January 27, 2014

GLOSSARY OF DEFINED TERMS

Defined Terms	*Section*
Act	1.1
Affiliate	13.
Agreement	Preamble
Board	10.1
Chairman	10.11
Company	1.1
Liability	12.2
Member	Preamble
Units	4.1

SECOND AMENDED AND RESTATED
OPERATING AGREEMENT
OF
MADISON HMA, LLC

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Mississippi HMA Holdings II, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member has formed a limited liability company (the "Company") pursuant to the provisions of applicable Mississippi law, which limited liability company is governed pursuant to the provisions of the Mississippi Revised Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Madison HMA, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Mississippi is located at Mirror Lake Plaza, 2829 Lakeland Drive, Suite 1502, Flowood, Mississippi 39232, Rankin County. The registered agent of the Company for service of process at such address is CSC of Rankin County, Inc. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Mississippi Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.l, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board"). Each director shall have all of the powers, rights, duties, and responsibilities of a "manager" under the Act.

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Member from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash, and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Member shall fill the vacancy. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Mississippi. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.12 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Mississippi corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Mississippi corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Mississippi corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant ***Treasurers and Assistant Secretaries***.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith and with fair dealing, with the care an ordinarily prudent person in a like position would exercise

under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement , to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2 **Indemnification.**

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 79-29-313(3) or 79-29-709 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Madison HMA, LLC and shall be a security or purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of dissolution of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Mississippi pursuant to Section 79-29-205 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 **Amendment.**

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Mississippi without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

MISSISSIPPI HMA HOLDINGS II, LLC

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Executive Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Mississippi HMA Holdings II, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

Melbourne HMA, LLC

(Must end with the words "Limited Liability Company, "L.L.C.," or "LLC,")

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:	**Mailing Address:**
5811 Pelican Bay Boulevard, Suite 500	Same
Naples, FL 34108	

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

C T Corporation System
Name

1200 South Pine Island Road
Florida street address (P.O. Box **NOT** acceptable)

Plantation FL 33324
City, State, and Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S..

C T Corporation System

By: /s/ Barbara A. Burke
Registered Agent's Signature (REQUIRED)

Barbara A. Burke
Special Assistant Secretary

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(CONTINUED)

ARTICLE IV- Manager(s) or Managing Member(s):

The name and address of each Manager or Managing Member is as follows:

Title:	**Name and Address:**
"MGR" = Manager "MGRM" = Managing Member	
MGR	Hospital Management Associates, Inc. 5811 Pelican Bay Boulevard, Suite 500 Naples, FL 34108

(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: . (OPTIONAL)

(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)

REQUIRED SIGNATURE:

/s/ Timothy R. Parry

Signature of a member or an authorized representative of a member.

(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Timothy R. Parry

Typed or printed name of signee

Filing Fees:

$125.00	**Filing Fee for Articles of Organization and Designation of Registered Agent**
$ 30.00	**Certified Copy (Optional)**
$ 5.00	**Certificate of Status (Optional)**

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Exhibit 3.285

AMENDED AND RESTATED

OPERATING AGREEMENT

OF

MELBOURNE HMA, LLC

January 27, 2014

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AMENDED AND RESTATED OPERATING AGREEMENT
OF
MELBOURNE HMA, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Brevard HMA Hospitals, LLC, a Florida limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of Chapter 605, Florida Statutes, the Florida Revised Limited Liability Company Act ("Act"), and all amendments thereto

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Melbourne HMA, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Florida is located at 1201 Hays Street, Tallahassee, Florida 32301. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Articles of Organization with the Florida Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc., an affiliated company, on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF MANAGERS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Managers ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual managers, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three managers, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, managers shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of managers shall not shorten an incumbent manager's term. Each manager shall hold office until such manager resigns or is removed. Despite the expiration of a manager's term, such manager shall continue to serve until the manager's successor is elected and qualifies, until there is a decrease in the number of managers or the manager is removed.

10.3 Resignation of Managers. A manager may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Managers by Member. A manager shall be removed by the Member only at a meeting called for the purpose of removing such manager and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the manager. The Member may remove one or more managers with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of managers, the Board shall fill the vacancy, and if the managers remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the managers remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new manager may not take office until the vacancy occurs.

10.6 Compensation of Managers. Managers on the Board shall not be entitled to receive a fee for the manager's services as a manager on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Florida. The Board may permit any or all managers to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all managers participating may simultaneously hear each other during the meeting. A manager participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the managers having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all managers entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of managers fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of managers present shall constitute an act of the Board. A manager who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the manager objects at the beginning of the meeting, or promptly upon the manager's arrival, to holding the meeting or transacting business at the meeting or (ii) the manager's dissent or abstention from the action taken is entered in the minutes of the meeting or the manager delivers written notice of the manager's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a manager who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Florida limited liability company and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and

deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF MANAGERS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The managers and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such manager's or officer's status as a manager or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Florida limited liability company of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a manager or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such manager or officer acting under this Agreement shall not be liable to the Company, the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a manager or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such manager or officer; provided, however, that the foregoing shall not be interpreted or

construed so as to eliminate or restrict any fiduciary duty, including, but not limited to, the duties of loyalty, care, good faith and fair dealing, in such a manner as to be contrary to the provisions of Section 605.0105 of the Act.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each manager or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a manager or officer of the Company, or is or was serving at the request of the Company as a manager, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that (i) the manager or officer has met the standard of conduct described in Section 12.1, and (ii) indemnification under this paragraph does not violate the provisions of Section 605.0105 A manager or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the manager or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a manager or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The manager or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The manager or officer furnishes the Company a written undertaking, executed personally or on the manager's or officer's behalf, to repay the advance if it is ultimately determined that the manager or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the manager or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested

managers or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a manager or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a manager or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The managers and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, managers, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a manager, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a manager or such manager's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Dissociation of Member. Upon the occurrence of any of the events set forth in Section 605.0602 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Melbourne HMA, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and articles of dissolution are filed with the office of the Secretary of State of the State of Florida pursuant to Section 605.0707 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

BREVARD HMA HOSPITALS, LLC

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Executive Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Brevard HMA Hospitals, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.288

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:15 PM 02/22/2002
020118951 – 3496778

CERTIFICATE OF FORMATION
OF
MESQUITE HMA GENERAL, LLC

The undersigned, being authorized to execute and file this Certificate of Formation, hereby certifies that:

FIRST: The name of the limited liability company is Mesquite HMA General, LLC (the "Company").

SECOND: The address of the Partnership's registered office in the State of Delaware is 1209 Orange Street, Wilmington, Delaware 19801. The name of the Company's registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of this 22nd day of February, 2002.

Authorized Person:

/s/ Timothy R. Parry

Timothy R. Parry, Esq.
Senior Vice President and General Counsel
Health Management Associates, Inc.
5811 Pelican Bay Boulevard, Suite 500
Naples, Florida 34108-2710

Exhibit 3.289

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

MESQUITE HMA GENERAL, LLC

January 27, 2014

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AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
OF
MESQUITE HMA GENERAL, LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Hospital Management Associates, LLC, a Florida limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Mesquite HMA General, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its

good faith reliance on the provisions of this Agreement, and the provisions of this Agreement , to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or

hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in «Entity Name», LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

HOSPITAL MANAGEMENT ASSOCIATES, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Hospital Management Associates, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.290

ARTICLES OF ORGANIZATION
(LIMITED LIABILITY COMPANY)

(For use on or after 7/1/2006)

For Office Use Only

The Articles of Organization presented herein are adopted in accordance with the provisions of the Tennessee Revised Limited Liability Company Act.

1. The name of the Limited Liability Company is: Metro Knoxville HMA, LLC

(NOTE: Pursuant to the provisions of TCA §48-249-106, each limited Liability Company name must contain the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")

2. The name and complete address of the Limited Liability Company's initial registered agent and office located in the state of Tennessee is:
CT Corporation System
(Name)
800 S. Gay Street, Suite 2021 Knoxville TN 37929
(Street address) *(City)* *(State/Zip Code)*
Knox
(County)

3. The Limited Liability Company will be: ***(NOTE: PLEASE MARK APPLICABLE BOX)***
☐ Member Managed ☒ Manager Managed ☐ Director Managed

4. Number of Members at the date of filing, if more than six (6): _____.

5. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is: (Not to exceed 90 days)
Date: _____, _____ Time: _____

6. The complete address of the Limited Liability Company's principal executive office is:
5811 Pelican Bay Blvd, Suite 500 Naples FL 34108
(Street Address) *(City)* *(State/County/Zip Code)*

7. Period of Duration if not perpetual: _____

8. Other Provisions:

9. THIS COMPANY IS A NONPROFIT LIMITED LIABILITY COMPANY (Check if applicable) ☐

June 8, 2011
Signature Date

/s/ Timothy R. Parry
Signature

Organizer
Signer's Capacity (if other than individual capacity)

Timothy R. Parry
Name (printed or typed)

SS-4270 (Rev. 05/06) Filing Fee: $50 per member (minimum fee = $300, maximum fee = $3,000 RDA 2458

TN043 - 02/01/2008 C T System Online

Exhibit 3.291

AMENDED AND RESTATED OPERATING AGREEMENT

OF

METRO KNOXVILLE HMA, LLC

January 27, 2014

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AMENDED AND RESTATED OPERATING AGREEMENT
OF
METRO KNOXVILLE HMA, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Knoxville HMA Holdings, LLC, a Tennessee limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member has formed a limited liability company (the "Company") pursuant to the provisions of the Tennessee Revised Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Metro Knoxville HMA, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Tennessee is located at c/o Community Health Systems, Inc., 4000 Meridian Boulevard, Franklin, Tennessee 37067, Williamson County. The registered agent of the Company for service of process at such address is Benjamin C. Fordham. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of Articles of Organization with the Tennessee Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board"). Each director shall have all of the powers, rights, duties, and responsibilities of a "manager" under the Act.

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash, and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Member shall fill the vacancy. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Tennessee. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.12 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Tennessee corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice

President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Tennessee corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Tennessee corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care and ordinarily prudent person in a like position would exercise under similar

circumstances and, in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company, the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement , to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2 Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 48-249-503(a)(7) – (a)(12) of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Metro Knoxville HMA, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and articles of termination of the articles of organization of the Company are filed with the office of the Secretary of State of the State of Tennessee pursuant to Section 48-249-612 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

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16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

KNOXVILLE HMA HOLDINGS, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Knoxville HMA Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.292

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:56 PM 12/16/2008
FILED 06:38 PM 12/16/2008
RV 081202472 – 4634574 FILE

CERTIFICATE OF FORMATION
OF
MISSISSIPPI HMA HOLDINGS I, LLC

1. The name of the limited liability company is Mississippi HMA Holdings I, LLC.

2. The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation of Mississippi HMA Holdings I, LLC this 15th day of December, 2008.

/s/ Timothy R. Parry
Timothy R. Parry, Organizer
Health Management Associates, Inc.
5811 Pelican Bay Boulevard, Suite 500
Naples, Florida 34108

Exhibit 3.293

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

MISSISSIPPI HMA HOLDINGS I, LLC

January 27, 2014

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AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
OF
MISSISSIPPI HMA HOLDINGS I, LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by and between Health Management Associates, LP, a Delaware limited partnership, and HMA Hospitals Holdings, LP, a Delaware limited partnership (collectively referred to as "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Mississippi HMA Holdings I, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or

omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement , to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in «Entity Name», LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

HEALTH MANAGEMENT ASSOCIATES, LP

By: Health Management General Partner, LLC
Its: General Partner

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

HMA HOSPITALS HOLDINGS, LP

By: Health Management General Partner, LLC
Its: General Partner

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

EXHIBIT A

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Health Management Associates, LP 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 99.00	99
HMA Hospitals Holdings, LP 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 1.00	1

Exhibit 3.294

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:56 PM 12/16/2008
FILED 06:39 PM 12/16/2008
RV 081202478-4634575 FILE

CERTIFICATE OF FORMATION
OF
MISSISSIPPI HMA HOLDINGS II, LLC

1. The name of the limited liability company is Mississippi HMA Holdings II, LLC.

2. The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation of Mississippi HMA Holdings II, LLC this 15th day of December, 2008.

/s/ Timothy R. Parry
Timothy R. Parry, Organizer
Health Management Associates, Inc.
5811 Pelican Bay Boulevard, Suite 500
Naples, Florida 34108

Exhibit 3.295

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT OF

MISSISSIPPI HMA HOLDINGS II, LLC

January 27, 2014

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2.1 Name. The name of the Company shall be Mississippi HMA Holdings II, LLC.

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3.1 Purpose. The purposes of the Company are as follows:

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(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

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4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or

omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement , to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in «Entity Name», LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

HEALTH MANAGEMENT ASSOCIATES, LP

By: Health Management General Partner, LLC

Its: General Partner

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary

HMA HOSPITALS HOLDINGS, LP

By: Health Management General Partner, LLC

Its: General Partner

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Health Management Associates, LP 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 99.00	99
HMA Hospitals Holdings, LP 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 1.00	1

Exhibit 3.298

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:29 AM 10/29/2007
FILED 10:09 AM 10/29/2007
SRV 071162621 – 4447851 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is Moberly Hospital Company, LLC

- **Second:** The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington (New Castle County). The name of its Registered agent at such address is Corporation Service Company

- **Third:** *(Use this paragraph only if the company is to have a specific effective date of dissolution.)* "The latest date on which the limited liability company is to dissolve is _____."

- **Fourth:** *(Insert any other matters the members determine to include herein.)*

In Witness Whereof, the undersigned have executed this Certificate of Formation of Moberly Hospital Company, LLC this 26 day of October, 2007.

BY: /s/ Robin J. Keck
Authorized Person(s)

NAME: Robin J. Keck, Organizer
Type or Print

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:59 AM 12/28/2007
FILED 10:36 AM 12/28/2007
SRV 071369893 – 4447851 FILE

CERTIFICATE OF MERGER
MERGING
MOBERLY HOSPITAL, INC.
WITH AND INTO
MOBERLY HOSPITAL COMPANY, LLC

The undersigned limited liability company, formed and existing under and by virtue of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101 et seq., does hereby certify that:

FIRST: The name and jurisdiction of formation or organization of each of the constituent entities in the merger are as follows:

Name	**Jurisdiction of Formation or Organization**
Moberly Hospital, Inc.	Missouri
Moberly Hospital Company, LLC	Delaware

SECOND: An Agreement and Plan of Merger between the parties to the merger has been approved and executed by each of the constituent entities in accordance with the requirements of applicable law.

THIRD: The name of the surviving limited liability company is Moberly Hospital Company, LLC.

FOURTH: This Certificate of Merger, and the merger referenced herein, shall be effective as of 11:59 p.m. on December 31, 2007.

FIFTH: The executed Agreement and Plan of Merger is on file at a place of business of the surviving limited liability company. The address of such place of business of the surviving limited liability company is 4000 Meridian Blvd., Franklin, TN 37067.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company, on request and without cost, to any stockholder or member of, or any other person holding an interest in, either of the constituent entities in the merger.

[Signature Page Follows]

IN WITNESS WHEREOF, the surviving limited liability company has caused this Certificate of Merger to be duly executed in its name this 27th day of December, 2007.

MOBERLY HOSPITAL COMPANY, LLC

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Senior Vice President and Secretary
Authorized Person

Exhibit 3.300

Control No: 08053222
Date Filed: 07/03/2008 11:58 AM
Karen C Handel
Secretary of State

CERTIFICATE OF CONVERSION
OF A CORPORATION
TO A LIMITED LIABILITY COMPANY

The following corporation hereby elects to convert to a limited liability company pursuant to the provisions of Section 14-11-212 of the Official Code of Georgia Annotated and Section 14-2-1109.1 of the Official Code of Georgia Annotated, as amended, by filing this Certificate of Conversion and the attached articles of organization.

1. The name of the corporation making the election to become a limited liability company is Monroe HMA, Inc., a Georgia corporation.

2. Monroe HMA, Inc. elects to become a Georgia limited liability company under the name: Monroe HMA, LLC.

3. The election by Monroe HMA, Inc. to become a limited liability company shall be effective when this certificate of conversion filed by the Georgia Secretary of State.

4. The election of Monroe HMA, Inc. to become a limited liability company has been approved by the Board of Directors and Sole Shareholder of Monroe HMA, Inc. as required by Section 14-2-1109.1 of the Official Code of Georgia Annotated.

5. Filed with this Certificate of Conversion are articles of organization in the form required by Section 14-11-204 of the Official Code of Georgia Annotated, that set forth a name for the limited liability company that satisfies the requirements of Section 14-11-207 of the Official Code of Georgia Annotated, and that shall be the articles of organization of the limited liability company formed pursuant to this election unless or until modified in accordance with the Georgia Limited Liability Company Act.

6. The sole shareholder of Monroe HMA, Inc. shall receive one membership unit in Monroe HMA, LLC for each share of capital stock of Monroe HMA, Inc. owned by the sole shareholder.

[*Remainder of Page Intentionally Left Blank*]

Date: 6-26-08, 2008

Monroe HMA, Inc.

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

ARTICLES OF ORGANIZATION

OF

MONROE HMA, LLC

Under Section 14-11-204 of the Georgia Limited Liability Company Act

1. The name of the limited liability company is Monroe HMA, LLC.

2. The management of the limited liability company shall be vested in one or more managers.

Executed this 26th day of June, 2008.

By: /s/ Timothy R. Parry
Timothy R. Parry, Organizer

Exhibit 3.301

SECOND AMENDED AND RESTATED

OPERATING AGREEMENT

OF

MONROE HMA, LLC

January 27, 2014

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Liability	12.2(a)
Member	Preamble
Units	4.1

SECOND AMENDED AND RESTATED
OPERATING AGREEMENT
OF
MONROE HMA, LLC

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Southeast HMA Holdings, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The former sole member formed a limited liability company (the "Company") pursuant to the provisions of the Georgia Limited Liability Company Act ("Act") by the execution and filing of the Articles of Organization with the Georgia Secretary of State on July 7, 2008. The former sole member transferred all of its ownership interest in the Company to the Member as of January 1, 2009.

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Monroe HMA, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Georgia is located at 40 Technology Pkwy South, #300 Norcross, GA 30092. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company commenced as of the date of the filing of Articles of Organization with the Georgia Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF MANAGERS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Manager ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual managers, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three managers, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, managers shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of managers shall not shorten an incumbent manager's term. Each manager shall hold office until such manager resigns or is removed. Despite the expiration of a manager's term, such manager shall continue to serve until the manager's successor is elected and qualifies, until there is a decrease in the number of managers or the manager is removed.

10.3 Resignation of Managers. A manager may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Managers by Member. A manager shall be removed by the Member only at a meeting called for the purpose of removing such manager and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the manager. The Member may remove one or more managers with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of managers, the Board shall fill the vacancy, and if the managers remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the managers remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new manager may not take office until the vacancy occurs.

10.6 Compensation of Managers. Managers on the Board shall not be entitled to receive a fee for the manager's services as a manager on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Georgia. The Board may permit any or all managers to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all managers participating may simultaneously hear each other during the meeting. A manager participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the managers having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all managers entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of managers fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of managers present shall constitute an act of the Board. A manager who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the manager objects at the beginning of the meeting, or promptly upon the manager's arrival, to holding the meeting or transacting business at the meeting or (ii) the manager's dissent or abstention from the action taken is entered in the minutes of the meeting or the manager delivers written notice of the manager's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a manager who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Georgia corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Georgia corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Georgia corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF MANAGERS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The managers and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such

manager's or officer's status as a manager or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Georgia corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a manager or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such manager or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement , to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a manager or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such manager or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each manager or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a manager or officer of the Company, or is or was serving at the request of the Company as a manager, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the manager or officer has met the standard of conduct described in Section 12.1. A manager or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the manager or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a manager or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The manager or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The manager or officer furnishes the Company a written undertaking, executed personally or on the manager's or officer's behalf, to repay the advance if it is ultimately determined that the manager or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the manager or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested managers or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a manager or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a manager or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The managers and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, managers, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a manager, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a manager or such manager's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue

of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Section 14-11-601.1 of the Act with respect to the Member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Monroe HMA, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of termination of the Company is filed with the office of the Secretary of State of the State of Georgia pursuant to Section 14-11-610 of the Act.
Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

SOUTHEAST HMA HOLDINGS, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Southeast HMA Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.303

SECOND AMENDMENT TO THE
AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
MWMC HOLDINGS, LLC

THIS SECOND AMENDMENT ("Amendment") is entered into to be effective as of November 30, 2012 by and among Triad of Oregon, LLC, a Delaware limited liability company, and Triad Holdings V, LLC, a Delaware limited liability company (the "Members").

WHEREAS, the Members desire to amend that certain Amended and Restated Limited Liability Company Agreement effective November 14, 2008, as amended October 31, 2011 (the "Operating Agreement").

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereby agree as follows:

1. Exhibit A. Exhibit A attached to this Amendment shall replace Exhibit A to the Operating Agreement.

2. No Other Amendment. Except as amended herein, all terms and provisions of the LLC Agreement shall remain in full force and effect.

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

TRIAD HOLDINGS V, LLC

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

TRIAD OF OREGON, LLC

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

Exhibit A

List of Members as of November 30, 2012

See Attached.

EXHIBIT A

Name and Address of Member	Number of Units
Triad Holdings V, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	990 (99%)
Triad of Oregon, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	10 (1%)

FIRST AMENDMENT TO THE
AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
MWMC HOLDINGS, LLC

THIS FIRST AMENDMENT ("Amendment") is entered into to be effective as of October 31, 2011 by and among Triad of Oregon, LLC, a Delaware limited liability company, and Triad Holdings V, LLC, a Delaware limited liability company (the "Members").

WHEREAS, the Members desire to amend that certain Amended and Restated Limited Liability Company Agreement effective November 14, 2008 (the "Operating Agreement").

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereby agree as follows:

1. Exhibit A. Exhibit A attached to this Amendment shall replace Exhibit A to the Operating Agreement.

2. No Other Amendment. Except as amended herein, all terms and provisions of the LLC Agreement shall remain in full force and effect.

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

TRIAD OF OREGON, LLC

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

TRIAD HOLDINGS V, LLC

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

Exhibit A

List of Members as of October 31, 2011

See Attached.

EXHIBIT A

Name and Address of Member	Number of Units
Triad of Oregon, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	500 (50%)
Triad Holdings V, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	500 (50%)

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

MWMC HOLDINGS, LLC

November 14, 2008

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AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
MWMC HOLDINGS, LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT ("Agreement") is made as of the 14th day of November, 2008, by and between (i) Triad of Oregon, LLC, a Delaware limited liability company ("Triad of Oregon"), and (ii) Triad Holdings V, LLC, a Delaware limited liability company ("Triad V"). The foregoing parties are collectively referred to herein as "Members" and individually as a "Member." For purposes of this Agreement, the term "Members" includes all persons then acting in such capacity in accordance with the terms of this Agreement.

RECITALS:

A. MWMC Holdings, LLC, a Delaware limited liability company (the "Company"), was formed on November 30, 2006, and is governed by a Limited Liability Company Agreement dated November 30, 2006 (the "Operating Agreement").

B. Pursuant to a Membership Interest Purchase Agreement, dated November 14, 2008, Triad of Oregon acquired all of Willamette Community Health Solutions d/b/a Cascade Health Solutions' 21.51% membership interest in the Company, such that the Members collectively own 100% of the Company's outstanding membership interests.

C. The Members desire to amend and restate the Operating Agreement in its entirety.

AGREEMENT:

Now, THEREFORE, the Operating Agreement is hereby amended and restated in its entirety to read as follows:

1. FORMATION.

1.1 Formation. The Company was formed as a limited liability company pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be MWMC Holdings, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

2.3 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Members from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

2.4 Company's Power. In furtherance of the purpose of the Company as set forth in Section 2.3, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

2.5 Term. The term of the Company commenced as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 14.

3. CAPITAL.

3.1 Issuance of Units to Members. The interests of the Members shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 1,000 Units. Each of the Members has been issued the number of Units listed on Exhibit A.

3.2 Additional Capital Contributions. In order to raise additional capital or for any other proper purpose, the Board is authorized (without the consent of the Members) to issue additional Units from time to time to Members or to other persons and to admit such persons as Members. The Board shall have sole and complete discretion in determining the consideration and terms and conditions with respect to any future issuance of Units. In addition, the Board is authorized to cause the issuance of any other type of security (including, without limitation, secured or unsecured debt securities and securities convertible into or otherwise granting a right to acquire any class of Units) from time to time to Members or other persons on terms and conditions established in the sole and complete discretion of the Board. In connection with future issuances of Units, the Board shall do all things necessary to comply with the Act and is authorized and directed to do all things it deems to be necessary or advisable in connection with any such future issuances, including compliance with any statute, rule, regulation or guideline of any federal, state or other governmental agency or any stock exchange on which the Units are listed for trading.

3.3 Loans from Interest Holders. If the Company has a temporary need for funds, the Company may borrow such funds from, among others, one or more of its Members or assignees of interests in the Company who are not admitted as substitute Members (Members and such unadmitted assignees are hereinafter collectively referred to as "Interest Holders") on such terms and conditions as shall be agreed to by the Board and such Interest Holders.

3.4 No Liability of Interest Holders. Except as otherwise specifically provided in the Act, no Interest Holder shall have any personal liability for the obligations of the Company. Except as provided in Section 3.1, no Interest Holder shall be obligated to contribute funds or loan money to the Company.

3.5 No Interest on Capital Contributions. No Interest Holder shall be entitled to interest on any capital contributions made to the Company.

3.6 No Withdrawal of Capital. No Member shall be entitled to withdraw any part of the Member's capital contributions to the Company, except as provided in Section 14. No Member shall be entitled to demand or receive any property from the Company other than cash, except as otherwise expressly provided for herein.

3.7 Capital Account. There shall be established on the books of the Company a capital account ("Capital Account") for each Interest Holder. It is the intention of the Members that such Capital Account be maintained in accordance with the provisions of Treas. Reg. § 1.704-1(b)(2)(iv), and this Agreement shall be so construed. Accordingly, such Capital Account shall initially be credited with the initial capital contribution of the Interest Holder and thereafter shall be increased by (i) any cash or the fair market value of any property contributed by such Interest Holder (net of any liabilities assumed by the Company or to which the contributed property is subject) and (ii) the amount of all net income (whether or not exempt from tax) and gain allocated to such Interest Holder hereunder, and decreased by (i) the amount of all net losses allocated to such Interest Holder hereunder (including expenditures described in section 705(a)(2)(B) of the Internal Revenue Code of 1986, as amended ("Code"), or treated as such an expenditure by reason of Treas. Reg. § 1.704-I(b)(2)(iv)(i)) and (ii) the amount of cash, and the fair market value of property (net of any liabilities assumed by such Interest Holder or to which the distributed property is subject), distributed to such Interest Holder pursuant to Sections 8 and 14. If the Company has made an election under section 754 of the Code, Capital Accounts shall also be adjusted to the extent required by Treas. Reg. § 1.704-1(b)(2)(iv)(m). If an Interest Holder transfers all or any part of such Interest Holder's Units in accordance with the terms of this Agreement, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent of the Units transferred.

3.8 No Preemptive Rights. No Interest Holder shall have any preemptive, preferential or other right with respect to (i) additional contributions to the capital of the Company, (ii) issuance or sale of Units, whether unissued or treasury, (iii) issuance of any obligations, evidences of indebtedness or other securities of the Company convertible into or exchangeable for, or carrying or accompanied by any rights to receive, purchase or subscribe to, any such unissued or treasury Units, (iv) issuance of any right of subscription to or right to receive, or any warrant or option for the purchase of, any of the foregoing securities or (v) issuance or sale of any other securities that may be issued or sold by the Company.

4. ACCOUNTING.

4.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Upon reasonable request of a Member, such books and records shall be open to the inspection and examination by such Member in person or by such Member's duly authorized representatives during normal business hours and may be copied at such Member's expense.

4.2 Fiscal Year. The fiscal year of the Company shall be the calendar year ("Fiscal Year").

5. BANK ACCOUNTS.

5.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by Community Health System, Inc. on behalf of its affiliated hospitals and health care facilities.

6. ALLOCATION OF NET INCOME AND NET LOSS.

6.1 Net Income and Net Loss.

(a) Except as otherwise provided herein, the net income and net loss of the Company for each Fiscal Year, computed without regard to net gains resulting from the sale or other disposition of any hospital owned by the Company, shall be allocated to the Interest Holders in accordance with their respective Percentage Interests. For purposes of this Agreement, the term "Percentage Interest" shall mean the percentage that the number of Units owned by an Interest Holder bears to the aggregate number of Units owned by all of the Interest Holders.

(b) Notwithstanding anything herein to the contrary, if an Interest Holder has a deficit balance in such Interest Holder's Capital Account (excluding from such Interest Holder's deficit Capital Account any amount which such Interest Holder is obligated to restore in accordance with Treas. Reg. § 1.704-1 (b)(2)(ii)(c), as well as any amount such Interest Holder is treated as obligated to restore under Treas. Reg. §§ 1.704-2(g)(l) and 1.704-2(i)(5)) and unexpectedly receives an adjustment, allocation or distribution described in Treas. Reg. § 1.704-1 (b)(2)(ii)(d)(4), (5) or (6), then such Interest Holder will be allocated items of income and gain in an amount and manner sufficient to eliminate the deficit balance in such Interest Holder's Capital Account as quickly as possible. If there is an allocation to an Interest Holder pursuant to this Section 6.1(b), then future allocations of net income pursuant to Section 6.1 shall be adjusted so that those Interest Holders who were allocated less income, or a greater amount of loss, by reason of the allocation made pursuant to this Section 6.1(b), shall be allocated additional net income in an equal amount. It is the intention of the parties that the provisions of this Section 6.1(b) constitute a "*qualified income offset*" within the meaning of Treas. Reg. § 1.704-1 (b)(2)(ii)(d), and such provisions shall be so construed.

(c) If there is a net decrease in the Company's Minimum Gain (within the meaning of Treas. Reg. § 1.704-2(b)(2)) or Partner Nonrecourse Debt Minimum Gain (within the meaning of Treas. Reg. § 1.704-2(i)(3)) during any Fiscal Year, each Interest Holder shall be allocated, before any other allocations hereunder, items of income and gain for such Fiscal Year

(and subsequent Fiscal Years, if necessary), in an amount equal to such Interest Holder's share (determined in accordance with Treas. Reg. §§ 1.704-2(g) and 1.704-2(i)(5), as applicable) of the net decrease in the Company's Minimum Gain or Partner Nonrecourse Debt Minimum Gain, as applicable, for such Fiscal Year; provided, however, that no such allocation shall be required if any of the exceptions set forth in Treas. Reg. §§ 1.704-2(f) or 1.704-2(i)(4) apply. It is the intention of the parties that this provision constitute a "*minimum gain chargeback*" within the meaning of Treas. Reg. §§ 1.704-2(f) and 1.704-2(i)(4), and this provision shall be so construed.

(d) Notwithstanding anything herein to the contrary, the Company's partner nonrecourse deductions (within the meaning of Treas. Reg. § 1.704-2(i)(2)) shall be allocated solely to the Interest Holder who has the economic risk of loss with respect to the partner nonrecourse liability related thereto in accordance with the provisions of Treas. Reg. § 1.704-2(i)(l).

(e) Notwithstanding the provisions of Section 6.1(a), no net losses shall be allocated to an Interest Holder if such allocation would result in such Interest Holder having a deficit balance in such Interest Holder's Capital Account (excluding from such Interest Holder's deficit Capital Account any amount such Interest Holder is obligated to restore in accordance with Treas. Reg. § 1.704-1 (b)(2)(ii)(c), as well as any amount such Interest Holder is treated as obligated to restore under Treas. Reg. §§ 1.704-2(g)(l) and 1.704-2(i)(5)). In such case, the net loss that would have been allocated to such Interest Holder shall be allocated to the other Interest Holders to whom such loss can be allocated without violation of the provisions of this Section 6.1(e) in proportion to their respective Percentage Interests among themselves.

(f) Notwithstanding the provisions of Section 6.1(a), to the extent losses are allocated to the Interest Holders by virtue of Section 6.1(e), the net income of the Company thereafter recognized shall be allocated to such Interest Holders (in proportion to the losses previously allocated to them pursuant to Section 6.1(e)) until such time as the net income of the Company allocated to them pursuant to this Section 6.1(f) equals the net losses allocated to them pursuant to Section 6.1(e).

(g) For Federal, state and local income tax purposes only, with respect to any assets contributed by an Interest Holder to the Company ("Contributed Assets") which have an agreed fair market value on the date of their contribution which differs from the Interest Holder's adjusted basis as of the date of contribution, the allocation of depreciation and gain or loss with respect to such Contributed Assets shall be determined in accordance with the provisions of section 704(c) of the Code and the regulations promulgated thereunder using the method selected by the Board. For purposes of this Agreement, an asset shall be deemed a Contributed Asset if it has a basis determined, in whole or in part, by reference to the basis of a Contributed Asset (including an asset previously deemed to be a Contributed Asset pursuant to this sentence). Notwithstanding the foregoing, if the gain from the sale of any Contributed Asset is being reported on the installment method for income tax purposes, then the total amount of gain which is to be recognized by each of the Interest Holders in accordance with the above provision in all taxable years shall be computed and the amount of gain to be recognized by each of the Interest Holders in each taxable year shall be in proportion to the total gain to be recognized by each of the Interest Holders in all taxable years.

6.2 Allocation of Excess Non recourse Liabilities. For purposes of section 752 of the Code and the regulations thereunder, the excess nonrecourse liabilities of the Company (within the meaning of Treas. Reg. § 1.752-3(a)(3)), if any, shall be allocated to the Interest Holders as follows:

(a) First, such excess nonrecourse liabilities shall be allocated to the Interest Holders up to the amount of built-in gain allocable to such Interest Holders on section 704(c) property (as defined in Treas. Reg. § 1.704-3(a)(3(ii)) or property for which reverse section 704(c) allocations are applicable (as described in Treas. Reg. § 1.704-3(a)(6)(i)) where such property is subject to the nonrecourse liability, to the extent such gain exceeds the gain described in Treas. Reg. § 1.752-3(a)(2).

(b) Second, the balance of such excess nonrecourse liabilities, if any, shall be allocated to the Interest Holders in accordance with their respective Percentage Interests.

6.3 Allocations in Event of Transfer, Admission of New Member, Etc. In the event of (i) the transfer of all or any part of an Interest Holder's Units (in accordance with the provisions of this Agreement), (ii) the admission of a new Member or (iii) disproportionate capital contributions, at any time other than at the end of a Fiscal Year, the transferring Interest Holder's, new Member's or Interest Holders' shares of the Company's income, gain, loss, deductions and credits allocable to such Units, as computed both for accounting purposes and for Federal income tax purposes, shall be allocated between the transferor Interest Holder and the transferee Interest Holder (or Interest Holders), the new Member and the other Interest Holders, or among the Interest Holders, as the case may be, in the same ratio as the number of days in such Fiscal Year before and after the date of such transfer, admission or disproportionate capital contributions; provided, however, that the Board shall have the option to treat the periods before and after the date of such transfer; admission or disproportionate capital contributions as separate Fiscal Years and allocate the Company's net income, gain, net loss, deductions and credits for each of such deemed separate Fiscal Years in accordance with the Interest Holders' respective interests in the Company for such deemed separate Fiscal Years. Notwithstanding the foregoing, if the Company uses the cash receipts and disbursements method of accounting, the Company's "allocable cash basis items," as that term is used in section 706(d)(2)(B) of the Code, shall be allocated as required by section 706(d)(2) of the Code and the regulations promulgated thereunder.

7. DISTRIBUTIVE SHARES AND FEDERAL INCOME TAX ELECTIONS.

7.1 Distributive Shares. For purposes of Subchapter K of the Code, the distributive shares of the Interest Holders of each item of Company taxable income, gains, losses, deductions or credits for any Fiscal Year shall be in the same proportions as their respective shares of the net income or net loss of the Company allocated to them pursuant to Section 6.1. Notwithstanding the foregoing, to the extent not inconsistent with the allocation of gain provided for in Section 6.1, gain recognized by the Company which represents recapture of depreciation or cost recovery deductions for Federal income tax purposes shall be allocated in the manner provided in Treas. Reg. § 1.1245-l(e) (regardless of whether real property or personal property is involved).

7.2 Elections. The election permitted to be made by section 754 of the Code, and any other elections required or permitted to be made by the Company under the Code, shall be made in such a manner as shall be determined by the Board.

7.3 Partnership Tax Treatment. It is the intention of the Members that the Company be treated as a partnership for Federal, state and local income tax purposes, and the Interest Holders shall not take any position or make any election, in a tax return or otherwise, inconsistent with such treatment.

7.4 Tax Matters Partner.

(a) The tax matters partner ("TMP") for the Company shall be Triad of Oregon, LLC so long as it is a Member. The TMP shall have such authority as is granted a TMP under the Code.

(b) The TMP shall employ experienced tax counsel to represent the Company in connection with any audit or investigation of the Company by the Internal Revenue Service and in connection with all subsequent administrative and judicial proceedings arising out of such audit. The fees and expenses of such counsel, as well as all other expenses incurred by the TMP in serving as the TMP, shall be a Company expense and shall be paid by the Company.

(c) The Company shall indemnify and hold harmless the TMP against judgments, fines, amounts paid in settlement and expenses (including attorneys' fees) reasonably incurred by the TMP in any civil, criminal or investigative proceeding in which the TMP is involved or threatened to be involved by reason of it being the TMP, provided that the TMP acted in good faith, within what the TMP reasonably believed to be the scope of the TMP's authority and for a purpose which the TMP reasonably believed to be in the best interests of the Company or the Interest Holders. The TMP shall not be indemnified under this provision against any liability to the Company or its Interest Holders to which the TMP would otherwise be subject by reason of willful misconduct or gross negligence in its duties involved in acting as TMP.

8. DISTRIBUTIONS. The Board shall determine whether distributions shall be made to the Members or whether the cash of the Company shall be reinvested for Company purposes.

9. BOARD OF DIRECTORS.

9.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

9.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individuals, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Directors shall be elected at the first annual members' meeting and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until the director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

9.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

9.4 Removal of Directors by Members. A director shall be removed by the Members only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Members may remove one or more directors with or without cause.

9.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

9.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

9.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

9.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

9.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

9.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

9.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action

taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding it or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

9.12 Chairman and Vice-Chairman of the Board. The Board may appoint one of its members Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice-Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

10. OFFICERS.

10.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. A duly appointed officer may appoint one or more officers or assistant officers as provided in Section 10.11. The same individual may simultaneously hold more than one office in the Company. Section 10.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and Members' meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

10.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

10.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

10.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

10.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

10.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Members and the Board.

10.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 10.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Members. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

10.8 Vice-President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice-President (or, in the event there be more than one Vice-President, the Vice-Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice-President may sign, with the Secretary or an assistant secretary, certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

10.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 5.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

10.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Members' meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Members, which shall be furnished to the Secretary by the Members, sign

with the President or a Vice-President certificates for Units, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

10.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice-President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

11. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

11.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Members or the Company for any act or omission on behalf of the Company performed or omitted by them in good faith with the care a corporate officer of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful.

11.2 Indemnification.

(a) To the fullest extent permitted by the Act, the Company shall indemnify each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 11.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan.

(b) To the fullest extent authorized or permitted by the Act, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 11.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 11.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 11.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be entitled under any agreement, action of the Members or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

(d) Any repeal or modification of this Section 11.2 by the Members shall not adversely affect any right or protection of a director or officer of the Company under this Section 11.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

12. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

12.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Interest Holders, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor any Interest Holder shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Interest Holders shall not be obligated to present any particular noncompeting business opportunity of a character which, if presented to the Company, could be taken by the Company and each Interest Holder and their Affiliates shall not have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company and the Interest Holders. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

12.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor any of the Interest Holders, shall have any rights in or to any income or profits derived there from. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

13. MEMBERS.

13.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, no Member, solely by virtue of his or her status as a Member, shall participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers. No Interest Holder shall have any right to participate in the management or control of the Company's business.

13.2 Meetings. Meetings of the Members may be called by the Chairman, the chief executive officer or the Board, and shall be called by the chief executive officer at the demand of the holders of at least 20% of all votes entitled to be cast on any issue proposed to be considered at the proposed meeting, provided that such requisite number of Members sign, date and deliver to the Secretary of the Company one or more written demands for the meeting describing the purpose or purposes for which it is to be held. Unless otherwise fixed in this Agreement, the record date for determining Members entitled to demand a meeting shall be the date the first Member signs the demand.

13.3 Place of Members' Meeting. The Board may designate any place within or without the State of Delaware as the place for any meeting of the Members called by the Board. If no designation of place is properly made, the place of the meeting shall be at the principal office. If a meeting is called at the demand of the Members and the Members designate any place, either within or without the State of Delaware, as the place for the holding of such meeting, the meeting shall take place at the place designated. If no designation is properly made, the place of meeting shall be at the principal office.

13.4 Action Without Meeting. Any action required or permitted by the Act or this Agreement to be taken at a Members' meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted.

13.5 Notice of Meetings. Meetings of the Members may be held without notice of the date, time, place or purpose of the meeting.

13.6 Quorum and Voting. Members shall be entitled to take action on a matter at a meeting only if a quorum exists. Unless this Agreement provides otherwise, a majority of those votes entitled to be cast on the matter shall constitute a quorum for action on that matter. Members shall be entitled to one vote for each Unit owned. Unless this Agreement provides otherwise, if a quorum exists, action on any matter shall be approved if the votes cast favoring the action exceed the votes cast opposing the action.

13.7 Record Date. The Board may fix a record date of the Members of not more than 70 days before the meeting or action requiring a determination of the Members in order to determine the Members entitled to notice of a Members' meeting, to demand a special meeting, to vote or to take any other action. A determination of Members entitled to notice of, or to vote at, a Members' meeting shall be effective for any adjournment of the meeting unless the Board fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If not otherwise fixed by the Board in accordance with this Agreement, the record date for determining the Members entitled to notice of and to vote at an annual or special Members' meeting shall be the day before the first notice is delivered to the Members, and the record date for any consent action taken by the Members without a meeting and evidenced by one or more written consents shall be the first date upon which a signed written consent setting forth such action is delivered to the Company at its principal office.

13.8 Proxies. At all meetings of the Members, the Members may vote their Units in person or by proxy. A Member may appoint a proxy to vote or otherwise act for the Member by signing an appointment form, either personally or by the Member's duly authorized attorney-in-fact. An appointment of a proxy shall be effective when the appointment form is received by the Secretary, or other officer or agent authorized to tabulate votes. An appointment shall be valid for 11 months unless a longer, or shorter, period is expressly provided in the appointment form. An appointment of proxy shall be revocable by the Member unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest. The revocation of an appointment of proxy shall not be effective until the Secretary or such other officer or agent authorized to tabulate votes has received written notice thereof. All proxies shall be filed with the Secretary or the person authorized to tabulate votes before or at the time of the meeting.

14. DISSOLUTION.

14.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Members to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Members' resolution, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 14.3. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

14.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Interest Holders in kind in liquidation of the Company.

14.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Board determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Interest Holders, in accordance with their respective Capital Accounts; provided, however, that if the Board has established any reserves in accordance with the provisions of Section 14.3(a), then the distributions pursuant to this Section 14.3(b) (including distributions of such reserve) shall be pro rata in accordance with the balances of the Interest Holders' Capital Accounts.

15. WITHDRAWAL, ASSIGNMENT AND ADDITION OF MEMBERS.

15.1 Assignment of an Interest Holder's Units. An Interest Holder may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Interest Holder's Units. If the Interest Holder was a Member, the transferee of the Units shall automatically become a substitute Member in the place of the Member.

15.2 Bankruptcy, Dissolution, Etc. of Interest Holders. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act, the successor-in-interest of such Member shall have all of the rights of a Member for the purposes of managing such Member's affairs and, if the Interest Holder was a Member, automatically become a substitute Member in place of the Member.

15.3 Certificates for Units. (a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and by the Secretary or Assistant Secretary, if such offices shall be created and filled, or signed by two officers designated by the Member to sign such certificates. The signature of such officers upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in MWMC Holdings, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

16. GENERAL.

16.1 Notices.

(a) All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and be personally delivered against a written receipt, delivered to a reputable messenger service (such as FedEx, DHL Courier, United Parcel Service, etc.) for overnight delivery or transmitted by mail, registered, express or certified, return receipt requested, postage prepaid, addressed as follows:

(1) If given to the Company, to the Company at its principal office; and

(2) If given to an Interest Holder, to the Interest Holder at the address set forth in the records of the Company.

(b) All notices, demands and requests shall be effective upon being properly personally delivered, upon being delivered to a reputable messenger service or upon being deposited in the United States mail in the manner provided in Section 16.1. However, the time period in which a response to any such notice, demand or request must be given shall commence to run from the date of personal delivery, the date of delivery by a reputable messenger service or the date on the return receipt, as applicable; provided, however, that if any party rejects delivery, then the time for a response shall commence to run two days following the mailing of the notice.

16.2 Amendment.

(a) Except as provided in Section 16.2(b), this Agreement may be modified or amended from time to time only upon the consent of the holders of a majority of the Units.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Members to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision, hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.3 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any pro-vision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.4 Confidentiality.

(a) Each Interest Holder agrees not to divulge, communicate, use to the detriment of the Company or for the benefit of any other person, or misuse in any way, any confidential information or trade secrets of the Company, including personnel information, secret

processes, know-how, customer lists, formulas or other technical data, except as may be required by law; provided, however, that this prohibition shall not apply to (i) any information which, through no improper action of such Interest Holder, is publicly available or generally known in the industry or (ii) any information which is disclosed upon the consent of the Board. Each Interest Holder acknowledges and agrees that any information or data such Interest Holder has acquired on any of these matters or items were received in confidence and as a fiduciary of the Company.

(b) Each Interest Holder agrees that the Company would be irreparably damaged by reason of any violation of the provisions of Section 16.4(a), and that any remedy at law for a breach of such provisions would be inadequate. Therefore, the Company shall be entitled to seek and obtain injunctive or other equitable relief (including, but not limited to, a temporary restraining order, a temporary injunction or a permanent injunction) against any Interest Holder, for a breach or threatened breach of such provisions and without the necessity of proving actual monetary loss. It is expressly understood among the parties that this injunctive or other equitable relief shall not be the Company's exclusive remedy for any breach of this Section 16.4 and the Company shall be entitled to seek any other relief or remedy that the Company may have by contract, statute, law or otherwise for any breach hereof, and it is agreed that the Company shall also be entitled to recover its attorneys' fees and expenses in any successful action or suit against any Interest Holder relating to any such breach.

16.5 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.6 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circum-stances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.7 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.8 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.9 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

16.10 Counterparts. This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement, binding upon the parties hereto, notwithstanding that all parties are not signatory to the same counterpart.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Members have duly executed this Agreement as of the date and year first written above.

TRIAD OF OREGON, LLC

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Senior Vice President and Secretary
("Member")

TRIAD HOLDINGS V, LLC

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Senior Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Triad of Oregon, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 99	990
Triad Holdings V, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 1	10

Exhibit 3.306

Certificate of Conversion
For
"Other Business Entity"
Into
Florida limited Liability Company

This Certificate of Conversion and attached Articles of Organization are submitted to convert the following **"Other Business Entity" into a Florida limited liability company** in accordance with s.608.439, Florida Statutes.

1. The Name of the "Other Business Entity" immediately prior to the filing of this Certificate of Conversion is:

Naples HMA, Inc.

2. The "Other Business Entity" is a corporation, first incorporated under the laws of the State of Florida on February 17, 2006.

3. The name of the Florida limited liability company as set forth in the attached Articles of Organization:

Naples HMA, LLC

4. This conversion shall be effective on the date this document is filed by the Florida Department of State.

Signed this 19th day of November, 2008.

Signature of Member or Authorized Representative of limited liability company:

Health Management Associates, Inc.
Member

By: /s/ Timothy R. Parry
Printed Name: Timothy R. Parry
Title: Senior Vice President and Secretary

Signature on behalf of Other Business Entity:

/s/ Timothy R. Parry
Printed Name: Timothy R. Parry
Title: Senior Vice President and Secretary

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I: name:

The name of the limited liability company is:

Naples HMA, LLNaples HMA, LLC

ARTICLE II: address:
The mailing address and street address of the principal office of the limited liability company is:

Principal Office Address:	**Mailing Address:**
5811 Pelican Bay Blvd., Suite 500 Naples, FL 34108	5811 Pelican Bay Blvd., Suite 500 Naples, FL 34108

ARTICLE III: Registered Agent, Registered Office & Registered Agent's Signature:

The name and the Florida street address of the registered agent are:

CT Corporation System

1200 South Pine Island Road

Plantation, FL 33324

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate. I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.

CT Corporation System

/s/ Connie Bryan
Registered Agent's Signature (REQUIRED)
Connie Bryan
Special Assistant Secretary

ARTICLE IV: Manager(s) or Managing Member(s):
The name and address of each Manager or Managing Member is as follows:

Title:	**Name and Address:**
"MGR" = Manager "MGRM" = Managing Member	
MGR	Hospital Management Associates, Inc. 5811 Pelican Bay Blvd., Suite 500 Naples, FL 34108

ARTICLE V: Effective on the date this document is filed by the Florida Department of State.

REQUIRED SIGNATURE:

By: /s/ Timothy R. Parry

(In accordance with Section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Timothy R. Parry, Senior Vice President of Hospital Management Associates, Inc., Manager

Exhibit 3.307

AMENDED AND RESTATED

OPERATING AGREEMENT

OF

NAPLES HMA, LLC

January 27, 2014

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AMENDED AND RESTATED OPERATING AGREEMENT
OF
NAPLES HMA, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Southwest Florida HMA Holdings, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of Chapter 605, Florida Statutes, the Florida Revised Limited Liability Company Act ("Act"), and all amendments thereto

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Naples HMA, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Florida is located at 1201 Hays Street, Tallahassee Florida, 32301. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Articles of Organization with the Florida Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc., an affiliated company, on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF MANAGERS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Managers ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual managers, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three managers, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, managers shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of managers shall not shorten an incumbent manager's term. Each manager shall hold office until such manager resigns or is removed. Despite the expiration of a manager's term, such manager shall continue to serve until the manager's successor is elected and qualifies, until there is a decrease in the number of managers or the manager is removed.

10.3 Resignation of Managers. A manager may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Managers by Member. A manager shall be removed by the Member only at a meeting called for the purpose of removing such manager and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the manager. The Member may remove one or more managers with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of managers, the Board shall fill the vacancy, and if the managers remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the managers remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new manager may not take office until the vacancy occurs.

10.6 Compensation of Managers. Managers on the Board shall not be entitled to receive a fee for the manager's services as a manager on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Florida. The Board may permit any or all managers to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all managers participating may simultaneously hear each other during the meeting. A manager participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the managers having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all managers entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of managers fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of managers present shall constitute an act of the Board. A manager who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the manager objects at the beginning of the meeting, or promptly upon the manager' s arrival, to holding the meeting or transacting business at the meeting or (ii) the manager's dissent or abstention from the action taken is entered in the minutes of the meeting or the manager delivers written notice of the manager's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a manager who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Florida limited liability company and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and

deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF MANAGERS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The managers and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such manager's or officer's status as a manager or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Florida limited liability company of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a manager or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such manager or officer acting under this Agreement shall not be liable to the Company, the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a manager or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such manager or officer; provided, however, that the foregoing shall not be interpreted or

construed so as to eliminate or restrict any fiduciary duty, including, but not limited to, the duties of loyalty, care, good faith and fair dealing, in such a manner as to be contrary to the provisions of Section 605.0105 of the Act.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each manager or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a manager or officer of the Company, or is or was serving at the request of the Company as a manager, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that (i) the manager or officer has met the standard of conduct described in Section 12.1, and (ii) indemnification under this paragraph does not violate the provisions of Section 605.0105 A manager or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the manager or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a manager or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The manager or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The manager or officer furnishes the Company a written undertaking, executed personally or on the manager's or officer's behalf, to repay the advance if it is ultimately determined that the manager or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the manager or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested

managers or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a manager or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a manager or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The managers and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, managers, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a manager, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a manager or such manager's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Dissociation of Member. Upon the occurrence of any of the events set forth in Section 605.0602 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Naples HMA, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and articles of dissolution are filed with the office of the Secretary of State of the State of Florida pursuant to Section 605.0707 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

SOUTHWEST FLORIDA HMA HOLDINGS, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Southwest Florida HMA Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.310

CERTIFICATE OF INCORPORATION

OF

NATIONAL HEALTHCARE OF MT. VERNON, INC.

1. The name of the corporation is:

NATIONAL HEALTHCARE OF MT. VERNON, INC.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of each of such shares is One Dollar ($1.00) amounting in the aggregate to One Thousand Dollars ($1,000.00).

5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.

6. The name and mailing address of the incorporator is:

L. M. Custis
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 5th day of June, 1985.

/s/ L. M. Custis
L. M. Custis

State of Delaware
Secretary of State
Division of Corporations
ILLEGIBLE
FILED 09:00 AM 11/01/1994
944209846 – 2063507

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED

OFFICE AND REGISTERED AGENT

OF

NATIONAL HEALTHCARE OF MT. VERNON, INC.

The Board of Directors of:

NATIONAL HEALTHCARE OF MT. VERNON, INC.

a Corporation of the State of Delaware, on this 25th day of October, A.D. 1994, do hereby resolve and order that the location of the Registered Office of this Corporation within this State be, and the same hereby is:

1013 Centre Road, in the City of Wilmington, in the County of New Castle, Delaware, 19805.

The name of the Registered Agent therein and in charge thereof upon whom process against the Corporation may be served, is:

CORPORATION SERVICE COMPANY.

NATIONAL HEALTHCARE OF MT. VERNON, INC.

a Corporation of the State of Delaware, does hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Directors at a meeting held as herein stated.

IN WITNESS WHEREOF, said corporation has caused this Certificate to be signed by Sara Martin-Michels, Assistant Secretary this 25th day of October A.D. 1994.

/s/ Sara Martin-Michels
Authorized Officer

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:47 AM 11/12/2003
FILED 10:00 AM 11/12/2003
SRV 030724188 – 2063507 FILE

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is

NATIONAL HEALTHCARE OF MT. VERNON, INC.

2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, Suite 1B, City of Dover 19901, County of Kent.

3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.

4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on 11-4-03.

/s/ Sherry Connelly
Sherry Connelly
Asst. Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:45 PM 09/24/2007
FILED 01:16 PM 09/24/2007
SRV 071044462 – 2063507 FILE

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE

AND OF REGISTERED AGENT

OF

NATIONAL HEALTHCARE OF MT. VERNON, INC.

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is:

NATIONAL HEALTHCARE OF MT. VERNON, INC.

2. The registered office of the corporation within the State of Delaware is hereby changed to 2711 Centerville Road, Suite 400, City of Wilmington 19808, County of New Castle.

3. The registered agent of the corporation within the State of Delaware is hereby changed to Corporation Service Company, the business office of which is identical with the registered office of the corporation as hereby changed.

4. The corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on September 11, 2007

/s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Sr. Vice President & Secretary

Exhibit 3.312

CERTIFICATE OF INCORPORATION

OF

NATIONAL HEALTHCARE OF NEWPORT, INC.

1. The name of the corporation is:

NATIONAL HEALTHCARE OF NEWPORT, INC.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of each of such shares shall be One Dollar ($1.00) amounting in the aggregate to One Thousand Dollars ($1,000.00).

5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.

6. The name and mailing address of the incorporator is:

L. M. Custis
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 24th day of May, 1985.

/s/ L. M. Custis
L. M. Custis

State of Delaware
Secretary of State
Division of Corporations
ILLEGIBLE
FILED 09:00 AM 11/01/1994
944209804 – 2062708

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED

OFFICE AND REGISTERED AGENT

OF

NATIONAL HEALTHCARE OF NEWPORT, INC.

The Board of Directors of:

NATIONAL HEALTHCARE OF NEWPORT, INC.

a Corporation of the State of Delaware, on this 25th day of October, A.D. 1994, do hereby resolve and order that the location of the Registered Office of this Corporation within this State be, and the same hereby is:

1013 Centre Road, in the City of Wilmington, in the County of New Castle, Delaware, 19805.

The name of the Registered Agent therein and in charge thereof upon whom process against the Corporation may be served, is:

CORPORATION SERVICE COMPANY.

NATIONAL HEALTHCARE OF NEWPORT, INC.

a Corporation of the State of Delaware, does hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Directors at a meeting held as herein stated.

IN WITNESS WHEREOF, said corporation has caused this Certificate to be signed by Sara Martin-Michels, Assistant Secretary this 25th day of October A.D. 1994.

/s/ Sara Martin-Michels
Authorized Officer

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is

NATIONAL HEALTHCARE OF NEWPORT, INC.

2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, Suite 1B, City of Dover 19901, County of Kent.

3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.

4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on 11-4-03.

/s/ Sherry Connelly
Sherry Connelly
Asst Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:47 AM 11/12/2003
FILED 09:58 AM 11/12/2003
SRV 030724170 – 2062708 FILE

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:45 PM 09/24/2007
FILED 01:15 PM 09/24/2007
SRV 071044457 – 2062708 FILE

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE

AND OF REGISTERED AGENT

OF

NATIONAL HEALTHCARE OF NEWPORT, INC.

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is:

NATIONAL HEALTHCARE OF NEWPORT, INC.

2. The registered office of the corporation within the State of Delaware is hereby changed to 2711 Centerville Road, Suite 400, City of Wilmington 19808, County of New Castle.

3. The registered agent of the corporation within the State of Delaware is hereby changed to Corporation Service Company, the business office of which is identical with the registered office of the corporation as hereby changed.

4. The corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on September 11, 2007

/s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Sr. Vice President & Secretary

Exhibit 3.322

CERTIFICATE OF FORMATION
OF
NORTHWEST ARKANSAS HOSPITALS, LLC

Under Section 18-201 of the
Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is Northwest Arkansas Hospitals, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

THIRD: The name and address of the registered agent for service process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of November 14, 2006.

By: /s/ Rebecca Hurley
Name: Rebecca Hurley
Title: Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:17 PM 11/14/2006
FILED 02:17 PM 11/14/2006
SRV 061043026 – 4251378 FILE

Exhibit 3.323

THIRD AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

NORTHWEST ARKANSAS HOSPITALS, LLC

September 1, 2012

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THIRD AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
NORTHWEST ARKANSAS HOSPITALS, LLC

THIS THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT ("Agreement") is made as of the 1st day of September, 2012, by and between (i) QHG of Springdale, Inc., an Arkansas corporation, and (ii) Tennyson Holdings, LLC, a Delaware limited liability company. The foregoing parties are collectively referred to herein as "Members" and individually as a "Member." For purposes of this Agreement, the term "Members" includes all persons then acting in such capacity in accordance with the terms of this Agreement.

RECITALS:

A. Northwest Arkansas Hospitals, LLC, a Delaware limited liability company (the "Company"), was formed on November 14, 2006, and is governed by the Second Amended and Restated Limited Liability Company Agreement dated November 1, 2009 (the "Operating Agreement").

B. Pursuant to separate Unit Purchase Agreements, each dated September 1, 2012, by and between QHG of Springdale, Inc. and each individual physician or physician-owned entity that owned an interest in the Company on such date (collectively, the "Physician Investors"), QHG of Springdale, Inc., an existing Member of the Company, acquired all of the Physician Investors' units in the Company representing, in the aggregate, a 0.68% membership interest in the Company, such that the Members collectively own 100% of the Company's outstanding membership interests.

C. The Members desire to amend and restate the Operating Agreement in its entirety.

AGREEMENT:

Now, THEREFORE, the Operating Agreement is hereby amended and restated in its entirety to read as follows:

1. FORMATION.

1.1 Formation. The Company was formed as a limited liability company pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Northwest Arkansas Hospitals, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal

place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

2.3 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Members from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

2.4 Company's Power. In furtherance of the purpose of the Company as set forth in Section 2.3, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

2.5 Term. The term of the Company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 14.

3. CAPITAL.

3.1 Issuance of Units to Members. The interests of the Members shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. Each of the Members has been issued the number of Units listed on Exhibit A.

3.2 Additional Capital Contributions. In order to raise additional capital or for any other proper purpose, the Board is authorized (without the consent of the Members) to issue additional Units from time to time to Members or to other persons and to admit such persons as Members. The Board shall have sole and complete discretion in determining the consideration and terms and conditions with respect to any future issuance of Units. In addition, the Board is authorized to cause the issuance of any other type of security (including, without limitation, secured or unsecured debt securities and securities convertible into or otherwise granting a right to acquire any class of Units) from time to time to Members or other persons on terms and conditions established in the sole and complete discretion of the Board. In connection with future issuances of Units, the Board shall do all things necessary to comply with the Act and is authorized and directed to do all things it deems to be necessary or advisable in connection with any such future issuances, including compliance with any statute, rule, regulation or guideline of any federal, state or other governmental agency or any stock exchange on which the Units are listed for trading.

3.3 Loans from Interest Holders. If the Company has a temporary need for funds, the Company may borrow such funds from, among others, one or more of its Members or

assignees of interests in the Company who are not admitted as substitute Members (Members and such unadmitted assignees are hereinafter collectively referred to as "Interest Holders") on such terms and conditions as shall be agreed to by the Board and such Interest Holders.

3.4 No Liability of Interest Holders. Except as otherwise specifically provided in the Act, no Interest Holder shall have any personal liability for the obligations of the Company. Except as provided in Section 3.1, no Interest Holder shall be obligated to contribute funds or loan money to the Company.

3.5 No Interest on Capital Contributions. No Interest Holder shall be entitled to interest on any capital contributions made to the Company.

3.6 No Withdrawal of Capital. No Member shall be entitled to withdraw any part of the Member's capital contributions to the Company, except as provided in Section 14. No Member shall be entitled to demand or receive any property from the Company other than cash, except as otherwise expressly provided for herein.

3.7 Capital Account. There shall be established on the books of the Company a capital account ("Capital Account") for each Interest Holder. It is the intention of the Members that such Capital Account be maintained in accordance with the provisions of Treas. Reg. § 1.704-1(b)(2)(iv), and this Agreement shall be so construed. Accordingly, such Capital Account shall initially be credited with the initial capital contribution of the Interest Holder and thereafter shall be increased by (i) any cash or the fair market value of any property contributed by such Interest Holder (net of any liabilities assumed by the Company or to which the contributed property is subject) and (ii) the amount of all net income (whether or not exempt from tax) and gain allocated to such Interest Holder hereunder, and decreased by (i) the amount of all net losses allocated to such Interest Holder hereunder (including expenditures described in section 705(a)(2)(B) of the Internal Revenue Code of 1986, as amended ("Code"), or treated as such an expenditure by reason of Treas. Reg. § 1.704-I(b)(2)(iv)(i)) and (ii) the amount of cash, and the fair market value of property (net of any liabilities assumed by such Interest Holder or to which the distributed property is subject), distributed to such Interest Holder pursuant to Sections 8 and 14. If the Company has made an election under section 754 of the Code, Capital Accounts shall also be adjusted to the extent required by Treas. Reg. § 1.704-1(b)(2)(iv)(m). If an Interest Holder transfers all or any part of such Interest Holder's Units in accordance with the terms of this Agreement, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent of the Units transferred.

3.8 No Preemptive Rights. No Interest Holder shall have any preemptive, preferential or other right with respect to (i) additional contributions to the capital of the Company, (ii) issuance or sale of Units, whether unissued or treasury, (iii) issuance of any obligations, evidences of indebtedness or other securities of the Company convertible into or exchangeable for, or carrying or accompanied by any rights to receive, purchase or subscribe to, any such unissued or treasury Units, (iv) issuance of any right of subscription to or right to receive, or any warrant or option for the purchase of, any of the foregoing securities or (v) issuance or sale of any other securities that may be issued or sold by the Company.

4. ACCOUNTING.

4.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Upon reasonable request of a Member, such books and records shall be open to the inspection and examination by such Member in person or by such Member's duly authorized representatives during normal business hours and may be copied at such Member's expense.

4.2 Fiscal Year. The fiscal year of the Company shall be the calendar year ("Fiscal Year").

5. BANK ACCOUNTS.

5.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by Community Health System, Inc. on behalf of its affiliated hospitals and health care facilities.

6. ALLOCATION OF NET INCOME AND NET LOSS.

6.1 Net Income and Net Loss.

(a) Except as otherwise provided herein, the net income and net loss of the Company for each Fiscal Year, computed without regard to net gains resulting from the sale or other disposition of any hospital owned by the Company, shall be allocated to the Interest Holders in accordance with their respective Percentage Interests. For purposes of this Agreement, the term "Percentage Interest" shall mean the percentage that the number of Units owned by an Interest Holder bears to the aggregate number of Units owned by all of the Interest Holders.

(b) Notwithstanding anything herein to the contrary, if an Interest Holder has a deficit balance in such Interest Holder's Capital Account (excluding from such Interest Holder's deficit Capital Account any amount which such Interest Holder is obligated to restore in accordance with Treas. Reg. § 1.704-1(b)(2)(ii)(c), as well as any amount such Interest Holder is treated as obligated to restore under Treas. Reg. §§ 1.704-2(g)(l) and 1.704-2(i)(5)) and unexpectedly receives an adjustment, allocation or distribution described in Treas. Reg. § 1.704-l(b)(2)(ii)(d)(4), (5) or (6), then such Interest Holder will be allocated items of income and gain in an amount and manner sufficient to eliminate the deficit balance in such Interest Holder's Capital Account as quickly as possible. If there is an allocation to an Interest Holder pursuant to this Section 6.1(b), then future allocations of net income pursuant to Section 6.1 shall be adjusted so that those Interest Holders who were allocated less income, or a greater amount of loss, by reason of the allocation made pursuant to this Section 6.1(b), shall be allocated additional net income in an equal amount. It is the intention of the parties that the provisions of this Section 6.1(b) constitute a "*qualified income offset*" within the meaning of Treas. Reg. § 1.704-l(b)(2)(ii)(d), and such provisions shall be so construed.

(c) If there is a net decrease in the Company's Minimum Gain (within the meaning of Treas. Reg. § 1.704-2(b)(2)) or Partner Nonrecourse Debt Minimum Gain (within the meaning of Treas. Reg. § 1.704-2(i)(3)) during any Fiscal Year, each Interest Holder shall be allocated, before any other allocations hereunder, items of income and gain for such Fiscal Year (and subsequent Fiscal Years, if necessary), in an amount equal to such Interest Holder's share (determined in accordance with Treas. Reg. §§ 1.704-2(g) and 1.704-2(i)(5), as applicable) of the net decrease in the Company's Minimum Gain or Partner Nonrecourse Debt Minimum Gain, as applicable, for such Fiscal Year; provided, however, that no such allocation shall be required if any of the exceptions set forth in Treas. Reg. §§ 1.704-2(f) or 1.704-2(i)(4) apply. It is the intention of the parties that this provision constitute a "*minimum gain chargeback*" within the meaning of Treas. Reg. §§ 1.704-2(f) and 1.704-2(i)(4), and this provision shall be so construed.

(d) Notwithstanding anything herein to the contrary, the Company's partner nonrecourse deductions (within the meaning of Treas. Reg. § 1.704-2(i)(2)) shall be allocated solely to the Interest Holder who has the economic risk of loss with respect to the partner nonrecourse liability related thereto in accordance with the provisions of Treas. Reg. § 1.704-2(i)(l).

(e) Notwithstanding the provisions of Section 6.1(a), no net losses shall be allocated to an Interest Holder if such allocation would result in such Interest Holder having a deficit balance in such Interest Holder's Capital Account (excluding from such Interest Holder's deficit Capital Account any amount such Interest Holder is obligated to restore in accordance with Treas. Reg. § 1.704-1 (b)(2)(ii)(c), as well as any amount such Interest Holder is treated as obligated to restore under Treas. Reg. §§ 1.704-2(g)(l) and 1.704-2(i)(5)). In such case, the net loss that would have been allocated to such Interest Holder shall be allocated to the other Interest Holders to whom such loss can be allocated without violation of the provisions of this Section 6.1(e) in proportion to their respective Percentage Interests among themselves.

(f) Notwithstanding the provisions of Section 6.1(a), to the extent losses are allocated to the Interest Holders by virtue of Section 6.1(e), the net income of the Company thereafter recognized shall be allocated to such Interest Holders (in proportion to the losses previously allocated to them pursuant to Section 6.1(e)) until such time as the net income of the Company allocated to them pursuant to this Section 6.1(f) equals the net losses allocated to them pursuant to Section 6.1(e).

(g) For Federal, state and local income tax purposes only, with respect to any assets contributed by an Interest Holder to the Company ("Contributed Assets") which have an agreed fair market value on the date of their contribution which differs from the Interest Holder's adjusted basis as of the date of contribution, the allocation of depreciation and gain or loss with respect to such Contributed Assets shall be determined in accordance with the provisions of section 704(c) of the Code and the regulations promulgated thereunder using the method selected by the Board. For purposes of this Agreement, an asset shall be deemed a Contributed Asset if it has a basis determined, in whole or in part, by reference to the basis of a Contributed Asset (including an asset previously deemed to be a Contributed Asset pursuant to this sentence). Notwithstanding the foregoing, if the gain from the sale of any Contributed Asset

is being reported on the installment method for income tax purposes, then the total amount of gain which is to be recognized by each of the Interest Holders in accordance with the above provision in all taxable years shall be computed and the amount of gain to be recognized by each of the Interest Holders in each taxable year shall be in proportion to the total gain to be recognized by each of the Interest Holders in all taxable years.

6.2 Allocation of Excess Non recourse Liabilities. For purposes of section 752 of the Code and the regulations thereunder, the excess nonrecourse liabilities of the Company (within the meaning of Treas. Reg. § 1.752-3(a)(3)), if any, shall be allocated to the Interest Holders as follows:

(a) First, such excess nonrecourse liabilities shall be allocated to the Interest Holders up to the amount of built-in gain allocable to such Interest Holders on section 704(c) property (as defined in Treas. Reg. § 1.704-3(a)(3(ii)) or property for which reverse section 704(c) allocations are applicable (as described in Treas. Reg. § 1.704-3(a)(6)(i)) where such property is subject to the nonrecourse liability, to the extent such gain exceeds the gain described in Treas. Reg. § 1.752-3(a)(2).

(b) Second, the balance of such excess nonrecourse liabilities, if any, shall be allocated to the Interest Holders in accordance with their respective Percentage Interests.

6.3 Allocations in Event of Transfer, Admission of New Member, Etc. In the event of (i) the transfer of all or any part of an Interest Holder's Units (in accordance with the provisions of this Agreement), (ii) the admission of a new Member or (iii) disproportionate capital contributions, at any time other than at the end of a Fiscal Year, the transferring Interest Holder's, new Member's or Interest Holders' shares of the Company's income, gain, loss, deductions and credits allocable to such Units, as computed both for accounting purposes and for Federal income tax purposes, shall be allocated between the transferor Interest Holder and the transferee Interest Holder (or Interest Holders), the new Member and the other Interest Holders, or among the Interest Holders, as the case may be, in the same ratio as the number of days in such Fiscal Year before and after the date of such transfer, admission or disproportionate capital contributions; provided, however, that the Board shall have the option to treat the periods before and after the date of such transfer, admission or disproportionate capital contributions as separate Fiscal Years and allocate the Company's net income, gain, net loss, deductions and credits for each of such deemed separate Fiscal Years in accordance with the Interest Holders' respective interests in the Company for such deemed separate Fiscal Years. Notwithstanding the foregoing, if the Company uses the cash receipts and disbursements method of accounting, the Company's "allocable cash basis items," as that term is used in section 706(d)(2)(B) of the Code, shall be allocated as required by section 706(d)(2) of the Code and the regulations promulgated thereunder.

7. DISTRIBUTIVE SHARES AND FEDERAL INCOME TAX ELECTIONS.

7.1 Distributive Shares. For purposes of Subchapter K of the Code, the distributive shares of the Interest Holders of each item of Company taxable income, gains, losses, deductions or credits for any Fiscal Year shall be in the same proportions as their respective shares of the net income or net loss of the Company allocated to them pursuant to Section 6.1. Notwithstanding the foregoing, to the extent not inconsistent with the allocation of

gain provided for in Section 6.1, gain recognized by the Company which represents recapture of depreciation or cost recovery deductions for Federal income tax purposes shall be allocated in the manner provided in Treas. Reg. § 1.1245-1(e) (regardless of whether real property or personal property is involved).

7.2 Elections. The election permitted to be made by section 754 of the Code, and any other elections required or permitted to be made by the Company under the Code, shall be made in such a manner as shall be determined by the Board.

7.3 Partnership Tax Treatment. It is the intention of the Members that the Company be treated as a partnership for Federal, state and local income tax purposes, and the Interest Holders shall not take any position or make any election, in a tax return or otherwise, inconsistent with such treatment.

7.4 Tax Matters Partner.

(a) The tax matters partner ("TMP") for the Company shall be QHG of Springdale, Inc. so long as it is a Member. The TMP shall have such authority as is granted a TMP under the Code.

(b) The TMP shall employ experienced tax counsel to represent the Company in connection with any audit or investigation of the Company by the Internal Revenue Service and in connection with all subsequent administrative and judicial proceedings arising out of such audit. The fees and expenses of such counsel, as well as all other expenses incurred by the TMP in serving as the TMP, shall be a Company expense and shall be paid by the Company.

(c) The Company shall indemnify and hold harmless the TMP against judgments, fines, amounts paid in settlement and expenses (including attorneys' fees) reasonably incurred by the TMP in any civil, criminal or investigative proceeding in which the TMP is involved or threatened to be involved by reason of it being the TMP, provided that the TMP acted in good faith, within what the TMP reasonably believed to be the scope of the TMP's authority and for a purpose which the TMP reasonably believed to be in the best interests of the Company or the Interest Holders. The TMP shall not be indemnified under this provision against any liability to the Company or its Interest Holders to which the TMP would otherwise be subject by reason of willful misconduct or gross negligence in its duties involved in acting as TMP.

8. DISTRIBUTIONS. The Board shall determine whether distributions shall be made to the Members or whether the cash of the Company shall be reinvested for Company purposes.

9. BOARD OF DIRECTORS.

9.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

9.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individuals, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash

and Rachel A. Seifert. Directors shall be elected at the first annual members' meeting and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until the director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

9.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

9.4 Removal of Directors by Members. A director shall be removed by the Members only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Members may remove one or more directors with or without cause.

9.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

9.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

9.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

9.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

9.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

9.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

9.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding it or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

9.12 Chairman and Vice-Chairman of the Board. The Board may appoint one of its members Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice-Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

10. OFFICERS.

10.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. A duly appointed officer may appoint one or more officers or assistant officers as provided in Section 10.11. The same individual may simultaneously hold more than one office in the Company. Section 10.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and Members' meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

10.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

10.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

10.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

10.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

10.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Members and the Board.

10.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 10.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Members. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

10.8 Vice-President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice-President (or, in the event there be more than one Vice-President, the Vice-Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice-President may sign, with the Secretary or an assistant secretary, certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

10.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 5.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

10.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Members' meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Members, which shall be furnished to the Secretary by the Members, sign with the President or a Vice-President certificates for Units, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

10.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice-President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

11. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

11.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Members or the Company for any act or omission on behalf of the Company performed or omitted by them in good faith with the care a corporate officer of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful.

11.2 Indemnification.

(a) To the fullest extent permitted by the Act, the Company shall indemnify each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 11.1. A director or officer shall be

considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan.

(b) To the fullest extent authorized or permitted by the Act, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 11.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 11.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 11.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be entitled under any agreement, action of the Members or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

(d) Any repeal or modification of this Section 11.2 by the Members shall not adversely affect any right or protection of a director or officer of the Company under this Section 11.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

12. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

12.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Interest Holders, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor any Interest Holder shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Interest Holders shall not be obligated to present any particular noncompeting business opportunity of a character

which, if presented to the Company, could be taken by the Company and each Interest Holder and their Affiliates shall not have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company and the Interest Holders. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

12.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor any of the Interest Holders, shall have any rights in or to any income or profits derived there from. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

13. MEMBERS.

13.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, no Member, solely by virtue of his or her status as a Member, shall participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers. No Interest Holder shall have any right to participate in the management or control of the Company's business.

13.2 Meetings. Meetings of the Members may be called by the Chairman, the chief executive officer or the Board, and shall be called by the chief executive officer at the demand of the holders of at least 20% of all votes entitled to be cast on any issue proposed to be considered at the proposed meeting, provided that such requisite number of Members sign, date and deliver to the Secretary of the Company one or more written demands for the meeting describing the purpose or purposes for which it is to be held. Unless otherwise fixed in this Agreement, the record date for determining Members entitled to demand a meeting shall be the date the first Member signs the demand.

13.3 Place of Members' Meeting. The Board may designate any place within or without the State of Delaware as the place for any meeting of the Members called by the Board. If no designation of place is properly made, the place of the meeting shall be at the principal office. If a meeting is called at the demand of the Members and the Members designate any place, either within or without the State of Delaware, as the place for the holding of such meeting, the meeting shall take place at the place designated. If no designation is properly made, the place of meeting shall be at the principal office.

13.4 Action Without Meeting. Any action required or permitted by the Act or this Agreement to be taken at a Members' meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted.

13.5 Notice of Meetings. Meetings of the Members may be held without notice of the date, time, place or purpose of the meeting.

13.6 Quorum and Voting. Members shall be entitled to take action on a matter at a meeting only if a quorum exists. Unless this Agreement provides otherwise, a majority of those votes entitled to be cast on the matter shall constitute a quorum for action on that matter. Members shall be entitled to one vote for each Unit owned. Unless this Agreement provides otherwise, if a quorum exists, action on any matter shall be approved if the votes cast favoring the action exceed the votes cast opposing the action.

13.7 Record Date. The Board may fix a record date of the Members of not more than 70 days before the meeting or action requiring a determination of the Members in order to determine the Members entitled to notice of a Members' meeting, to demand a special meeting, to vote or to take any other action. A determination of Members entitled to notice of, or to vote at, a Members' meeting shall be effective for any adjournment of the meeting unless the Board fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If not otherwise fixed by the Board in accordance with this Agreement, the record date for determining the Members entitled to notice of and to vote at an annual or special Members' meeting shall be the day before the first notice is delivered to the Members, and the record date for any consent action taken by the Members without a meeting and evidenced by one or more written consents shall be the first date upon which a signed written consent setting forth such action is delivered to the Company at its principal office.

13.8 Proxies. At all meetings of the Members, the Members may vote their Units in person or by proxy. A Member may appoint a proxy to vote or otherwise act for the Member by signing an appointment form, either personally or by the Member 's duly authorized attorney-in-fact. An appointment of a proxy shall be effective when the appointment form is received by the Secretary, or other officer or agent authorized to tabulate votes. An appointment shall be valid for 11 months unless a longer, or shorter, period is expressly provided in the appointment form. An appointment of proxy shall be revocable by the Member unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest. The revocation of an appointment of proxy shall not be effective until the Secretary or such other officer or agent authorized to tabulate votes has received written notice thereof. All proxies shall be filed with the Secretary or the person authorized to tabulate votes before or at the time of the meeting.

14. DISSOLUTION.

14.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Members to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Members' resolution, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 14.3. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

14.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Interest Holders in kind in liquidation of the Company.

14.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Board determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Interest Holders, in accordance with their respective Capital Accounts; provided, however, that if the Board has established any reserves in accordance with the provisions of Section 14.3(a), then the distributions pursuant to this Section 14.3(b) (including distributions of such reserve) shall be pro rata in accordance with the balances of the Interest Holders' Capital Accounts.

15. WITHDRAWAL, ASSIGNMENT AND ADDITION OF MEMBERS.

15.1 Assignment of an Interest Holder's Units. An Interest Holder may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Interest Holder's Units. If the Interest Holder was a Member, the transferee of the Units shall automatically become a substitute Member in the place of the Member.

15.2 Bankruptcy, Dissolution, Etc. of Interest Holders. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act, the successor-in-interest of such Member shall have all of the rights of a Member for the purposes of managing such Member's affairs and, if the Interest Holder was a Member, automatically become a substitute Member in place of the Member.

15.3 Certificates for Units. (a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing

membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Northwest Arkansas Hospitals, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

16. GENERAL.

16.1 Notices.

(a) All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and be personally delivered against a written receipt, delivered to a reputable messenger service (such as FedEx, DHL Courier, United Parcel Service, etc.) for overnight delivery or transmitted by mail, registered, express or certified, return receipt requested, postage prepaid, addressed as follows:

(1) If given to the Company, to the Company at its principal office; and

(2) If given to an Interest Holder, to the Interest Holder at the address set forth in the records of the Company.

(b) All notices, demands and requests shall be effective upon being properly personally delivered, upon being delivered to a reputable messenger service or upon being deposited in the United States mail in the manner provided in Section 16.1. However, the time period in which a response to any such notice, demand or request must be given shall commence to run from the date of personal delivery, the date of delivery by a reputable messenger service or the date on the return receipt, as applicable; provided, however, that if any party rejects delivery, then the time for a response shall commence to run two days following the mailing of the notice.

16.2 Amendment.

(a) Except as provided in Section 16.2(b), this Agreement may be modified or amended from time to time only upon the consent of the holders of a majority of the Units.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Members to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.3 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any pro-vision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.4 Confidentiality.

(a) Each Interest Holder agrees not to divulge, communicate, use to the detriment of the Company or for the benefit of any other person, or misuse in any way, any confidential information or trade secrets of the Company, including personnel information, secret processes, know-how, customer lists, formulas or other technical data, except as may be required by law; provided, however, that this prohibition shall not apply to (i) any information which, through no improper action of such Interest Holder, is publicly available or generally known in the industry or (ii) any information which is disclosed upon the consent of the Board. Each Interest Holder acknowledges and agrees that any information or data such Interest Holder has acquired on any of these matters or items were received in confidence and as a fiduciary of the Company.

(b) Each Interest Holder agrees that the Company would be irreparably damaged by reason of any violation of the provisions of Section 16.4(a), and that any remedy at law for a breach of such provisions would be inadequate. Therefore, the Company shall be entitled to seek and obtain injunctive or other equitable relief (including, but not limited to, a temporary restraining order, a temporary injunction or a permanent injunction) against any Interest Holder, for a breach or threatened breach of such provisions and without the necessity of proving actual monetary loss. It is expressly understood among the parties that this injunctive or other equitable relief shall not be the Company's exclusive remedy for any breach of this Section 16.4 and the Company shall be entitled to seek any other relief or remedy that the Company may have by contract, statute, law or otherwise for any breach hereof, and it is agreed that the Company shall also be entitled to recover its attorneys' fees and expenses in any successful action or suit against any Interest Holder relating to any such breach.

16.5 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.6 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circum-stances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.7 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.8 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.9 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

16.10 Counterparts. This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement, binding upon the parties hereto, notwithstanding that all parties are not signatory to the same counterpart.

IN WITNESS WHEREOF, the Members have duly executed this Agreement as of the date and year first written above.

QHG OF SPRINGDALE, INC.

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive VP and Secretary

("Member")

TENNYSON HOLDINGS, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive VP and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
QHG of Springdale, Inc. 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 99.00	99
Tennyson Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 1.00	1

Exhibit 3.346

File Number:
LC0961963
Date Filed: 04/14/2009
Robin Carnahan
Secretary of State

MISSOURI ARTICLES
OF ORGANIZATION

Pursuant to the Missouri Limited Liability Company Act, the undersigned certify the following, that:

1. The name of the limited liability company is:

Poplar Bluff Regional Medical Center, LLC.

2. The purpose for which the limited liability company is organized is: to engage in any lawful business purpose.

3. The name and address of the limited liability company's registered agent in Missouri is:
CT CORPORATION SYSTEM
120 South Central Avenue
Clayton, MO 63105.

4. The management of the limited liability company is vested in the manager of the company:
Hospital Management Associates, Inc.
5811 Pelican Bay Blvd., Suite 500
Naples, FL 34108.

5. The limited liability company shall continue until dissolved in accordance with the terms of these Articles or by operation of law.

6. The name and street address of the organizer is:
Timothy R. Parry
5811 Pelican Bay Blvd., Suite 500
Naples, FL 34108.

7. The effective date of this document is the date it is filed by the secretary of state.

In affirmation thereof, the facts stated above are true:

/s/ Timothy R. Parry
Timothy R. Parry, Incorporator

File Number:
LC0961963
Date Filed: 04/21/2009
Robin Carnahan
Secretary of State

NOTICE OF MERGER
OF LIMITED LIABILITY COMPANY

Pursuant to the Missouri Limited Liability Company Act, the undersigned certify the following, that:

1. The name and jurisdiction of organization of each limited liability company which is to merge is:

   (1) **Poplar Bluff Regional Medical Center, LLC**, a Missouri limited liability company

   (2) **Poplar Bluff Regional Medical Center, LLC**, a Delaware limited liability company

2. The surviving entity and the jurisdiction of its organization or formation is:

   Poplar Bluff Regional Medical Center, LLC, a Missouri limited liability company.

3. This merger was authorized and approved by the members of each party to the merger in accordance with the laws of the jurisdiction where it was organized or formed.

4. The articles of organization of the surviving Missouri limited liability company are not amended as a result of the merger.

5. The executed agreement of merger is on file at the principal place of business of the surviving limited liability company, the address of which is: Health Management Associates, Inc., Pelican Bay Boulevard, Suite 500, Naples, FL 34108.

6. A copy of the agreement of merger will be furnished by the surviving entity, on request and without cost, to any member or owner of any entity that is a party to the merger.

7. The effective date of this document is the date it is filed by the secretary of state.

In affirmation thereof, the facts stated above are true this 17th day of April, 2009:

Poplar Bluff Regional Medical Center, LLC
a Missouri limited liability company

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

Poplar Bluff Regional Medical Center, LLC
a Delaware limited liability company

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

Exhibit 3.347

THIRD AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

POPLAR BLUFF REGIONAL MEDICAL CENTER, LLC

January 27, 2014

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THIRD AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
POPLAR BLUFF REGIONAL MEDICAL CENTER, LLC

THIS THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Central States HMA Holdings, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The limited liability company (the "Company") has been formed pursuant to the provisions of the Missouri Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Poplar Bluff Regional Medical Center, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Missouri is located at 221 Bolivar Street, Jefferson City, MO 65101, County of Cole. The registered agent of the Company for service of process at such address is CSC-Lawyers Incorporating Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of Articles of Organization with the Missouri Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board"). Any reference to a "director" of the Company in this Agreement shall be deemed to be the equivalent of a "manager" as that term is used under the Act.

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash, and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Missouri. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Missouri corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Missouri corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Missouri corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Missouri corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement , to

the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in

another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Death, Incompetence, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Section 347.117 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Poplar Bluff Regional Medical Center, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a Notice of Winding Up for Limited Liability Company and Articles of Termination for Limited Liability Company are filed with the office of the Secretary of State of the State of Missouri pursuant to Sections 347.137 and 347.045 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

CENTRAL STATES HMA HOLDINGS, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Central States HMA Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.348

Certificate of Conversion
For
"Other Business Entity"
Into
Florida Limited Liability Company

This Certificate of Conversion and attached Articles of Organization are submitted to convert the following **"Other Business Entity" into a Florida limited liability company** in accordance with s.608.439, Florida Statutes.

1. The Name of the "Other Business Entity" immediately prior to the filing of this Certificate of Conversion is:

Port Charlotte HMA, Inc.

2. The "Other Business Entity" is a corporation, first incorporated under the laws of the State of Florida on October 20, 2004.

3. The name of the Florida limited liability company as set forth in the attached Articles of Organization:

Port Charlotte HMA, LLC

4. This conversion shall be effective on the date this document is filed by the Florida Department of State.

Signed this 3rd day of December, 2008.

Signature of Member or Authorized Representative of limited liability company:

Health Management Associates, Inc.
Member

By: /s/ Timothy R. Parry
Printed Name: Timothy R. Parry
Title: Senior Vice President and Secretary

Signature on behalf of Other Business Entity:

/s/ Timothy R. Parry
Printed Name: Timothy R. Parry
Title: Senior Vice President and Secretary

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I: name:
The name of the limited liability company is:

Port Charlotte HMA, LLC

ARTICLE II: address:
The mailing address and street address of the principal office of the limited liability company is:

Principal Office Address:	**Mailing Address:**
5811 Pelican Bay Blvd., Suite 500	5811 Pelican Bay Blvd., Suite 500
Naples, FL 34108	Naples, FL 34108

ARTICLE III: Registered Agent, Registered Office & Registered Agent's Signature:

The name and the Florida street address of the registered agent are:

CT Corporation System

1200 South Pine Island Road

Plantation, FL 33324

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate. I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.

CT Corporation System

/s/ Chris McNeair
Registered Agent's Signature (REQUIRED)
Chris McNeair
Assistant Secretary

ARTICLE IV: Manager(s) or Managing Member(s):
The name and address of each Manager or Managing Member is as follows:

Title:	**Name and Address:**
"MGR" = Manager "MGRM" = Managing Member	
MGR	Hospital Management Associates, Inc. 5811 Pelican Bay Blvd., Suite 500 Naples, FL 34108

ARTICLE V: Effective on the date this document is filed by the Florida Department of State.

REQUIRED SIGNATURE:

By: /s/ Timothy R. Parry

(In accordance with Section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Timothy R. Parry, Senior Vice President of Hospital Management Associates, Inc., Manager

Exhibit 3.349

AMENDED AND RESTATED

OPERATING AGREEMENT

OF

PORT CHARLOTTE HMA, LLC

January 27, 2014

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AMENDED AND RESTATED OPERATING AGREEMENT
OF
PORT CHARLOTTE HMA, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Florida HMA Holdings, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of Chapter 605, Florida Statutes, the Florida Revised Limited Liability Company Act ("Act"), and all amendments thereto

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Port Charlotte HMA, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Florida is located at 1201 Hays Street, Tallahassee Florida, 32301. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Articles of Organization with the Florida Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc., an affiliated company, on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF MANAGERS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Managers ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual managers, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three managers, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, managers shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of managers shall not shorten an incumbent manager's term. Each manager shall hold office until such manager resigns or is removed. Despite the expiration of a manager's term, such manager shall continue to serve until the manager's successor is elected and qualifies, until there is a decrease in the number of managers or the manager is removed.

10.3 Resignation of Managers. A manager may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Managers by Member. A manager shall be removed by the Member only at a meeting called for the purpose of removing such manager and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the manager. The Member may remove one or more managers with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of managers, the Board shall fill the vacancy, and if the managers remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the managers remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new manager may not take office until the vacancy occurs.

10.6 Compensation of Managers. Managers on the Board shall not be entitled to receive a fee for the manager's services as a manager on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Florida. The Board may permit any or all managers to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all managers participating may simultaneously hear each other during the meeting. A manager participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the managers having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all managers entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of managers fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of managers present shall constitute an act of the Board. A manager who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the manager objects at the beginning of the meeting, or promptly upon the manager' s arrival, to holding the meeting or transacting business at the meeting or (ii) the manager's dissent or abstention from the action taken is entered in the minutes of the meeting or the manager delivers written notice of the manager's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a manager who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Florida limited liability company and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and

deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF MANAGERS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The managers and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such manager's or officer's status as a manager or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Florida limited liability company of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a manager or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such manager or officer acting under this Agreement shall not be liable to the Company, the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a manager or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such manager or officer; provided, however, that the foregoing shall not be interpreted or

construed so as to eliminate or restrict any fiduciary duty, including, but not limited to, the duties of loyalty, care, good faith and fair dealing, in such a manner as to be contrary to the provisions of Section 605.0105 of the Act.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each manager or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a manager or officer of the Company, or is or was serving at the request of the Company as a manager, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that (i) the manager or officer has met the standard of conduct described in Section 12.1, and (ii) indemnification under this paragraph does not violate the provisions of Section 605.0105 A manager or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the manager or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a manager or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The manager or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The manager or officer furnishes the Company a written undertaking, executed personally or on the manager's or officer's behalf, to repay the advance if it is ultimately determined that the manager or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the manager or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested

managers or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a manager or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a manager or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The managers and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, managers, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a manager, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a manager or such manager's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Dissociation of Member. Upon the occurrence of any of the events set forth in Section 605.0602 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Port Charlotte HMA, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and articles of dissolution are filed with the office of the Secretary of State of the State of Florida pursuant to Section 605.0707 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

FLORIDA HMA HOLDINGS, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Florida HMA Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.352

Certificate of Conversion
For
"Other Business Entity"
Into
Florida Limited Liability Company

This Certificate of Conversion and attached Articles of Organization are submitted to convert the following **"Other Business Entity" into a Florida limited liability company** in accordance with s.608.439, Florida Statutes.

1. The Name of the "Other Business Entity" immediately prior to the filing of this Certificate of Conversion is:

Punta Gorda HMA, Inc.

2. The "Other Business Entity" is a corporation, first incorporated under the laws of the State of Florida on March 30, 1994.

3. The name of the Florida limited liability company as set forth in the attached Articles of Organization:

Punta Gorda HMA, LLC

4. This conversion shall be effective on the date this document is filed by the Florida Department of State.

Signed this 19th day of November, 2008.

Signature of Member or Authorized Representative of limited liability company:

Health Management Associates, Inc.
Member

By: /s/ Timothy R. Parry

Printed Name: Timothy R. Parry

Title: Senior Vice President and Secretary

Signature on behalf of Other Business Entity:

/s/ Timothy R. Parry

Printed Name: Timothy R. Parry

Title: Senior Vice President and Secretary

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I: name:
The name of the limited liability company is:

Punta Gorda HMA, LLC

ARTICLE II: address:
The mailing address and street address of the principal office of the limited liability company is:

Principal Office Address:	**Mailing Address:**
5811 Pelican Bay Blvd., Suite 500	5811 Pelican Bay Blvd., Suite 500
Naples, FL 34108	Naples, FL 34108

ARTICLE III: Registered Agent, Registered Office & Registered Agent's Signature:

The name and the Florida street address of the registered agent are:

CT Corporation System

1200 South Pine Island Road

Plantation, FL 33324

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate. I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.

CT Corporation System

/s/ Connie Bryan
Registered Agent's Signature (REQUIRED)
Connie Bryan
Special Assistant Secretary

ARTICLE IV: Manager(s) or Managing Member(s):
The name and address of each Manager or Managing Member is as follows:

Title:	**Name and Address:**
"MGR" = Manager "MGRM" = Managing Member	
MGR	Hospital Management Associates, Inc. 5811 Pelican Bay Blvd., Suite 500 Naples, FL 34108

ARTICLE V: Effective on the date this document is filed by the Florida Department of State.

REQUIRED SIGNATURE:

By: /s/ Timothy R. Parry

(In accordance with Section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Timothy R. Parry, Senior Vice President of Hospital Management Associates, Inc., Manager

Exhibit 3.353

AMENDED AND RESTATED

OPERATING AGREEMENT

OF

PUNTA GORDA HMA, LLC

January 27, 2014

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AMENDED AND RESTATED OPERATING AGREEMENT
OF
PUNTA GORDA HMA, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Florida HMA Holdings, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of Chapter 605, Florida Statutes, the Florida Revised Limited Liability Company Act ("Act"), and all amendments thereto

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Punta Gorda HMA, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Florida is located at 1201 Hays Street, Tallahassee Florida, 32301. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Articles of Organization with the Florida Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc., an affiliated company, on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF MANAGERS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Managers ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual managers, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three managers, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, managers shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of managers shall not shorten an incumbent manager's term. Each manager shall hold office until such manager resigns or is removed. Despite the expiration of a manager's term, such manager shall continue to serve until the manager's successor is elected and qualifies, until there is a decrease in the number of managers or the manager is removed.

10.3 Resignation of Managers. A manager may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Managers by Member. A manager shall be removed by the Member only at a meeting called for the purpose of removing such manager and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the manager. The Member may remove one or more managers with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of managers, the Board shall fill the vacancy, and if the managers remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the managers remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new manager may not take office until the vacancy occurs.

10.6 Compensation of Managers. Managers on the Board shall not be entitled to receive a fee for the manager's services as a manager on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Florida. The Board may permit any or all managers to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all managers participating may simultaneously hear each other during the meeting. A manager participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the managers having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all managers entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of managers fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of managers present shall constitute an act of the Board. A manager who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the manager objects at the beginning of the meeting, or promptly upon the manager's arrival, to holding the meeting or transacting business at the meeting or (ii) the manager's dissent or abstention from the action taken is entered in the minutes of the meeting or the manager delivers written notice of the manager's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a manager who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Florida limited liability company and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and

deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF MANAGERS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The managers and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such manager's or officer's status as a manager or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Florida limited liability company of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a manager or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such manager or officer acting under this Agreement shall not be liable to the Company, the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a manager or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such manager or officer; provided, however, that the foregoing shall not be interpreted or

construed so as to eliminate or restrict any fiduciary duty, including, but not limited to, the duties of loyalty, care, good faith and fair dealing, in such a manner as to be contrary to the provisions of Section 605.0105 of the Act.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each manager or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a manager or officer of the Company, or is or was serving at the request of the Company as a manager, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that (i) the manager or officer has met the standard of conduct described in Section 12.1, and (ii) indemnification under this paragraph does not violate the provisions of Section 605.0105 A manager or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the manager or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a manager or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The manager or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The manager or officer furnishes the Company a written undertaking, executed personally or on the manager's or officer's behalf, to repay the advance if it is ultimately determined that the manager or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the manager or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested

managers or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a manager or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a manager or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The managers and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, managers, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a manager, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a manager or such manager's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Dissociation of Member. Upon the occurrence of any of the events set forth in Section 605.0602 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Punta Gorda HMA, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and articles of dissolution are filed with the office of the Secretary of State of the State of Florida pursuant to Section 605.0707 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

FLORIDA HMA HOLDINGS, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretay

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Florida HMA Holdings, LLC, a Delaware limited liability company 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.368

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:06 AM 12/17/2007
FILED 10:57 AM 12/17/2007
SRV 071328285 – 4474773 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is QHG of Fort Wayne Company, LLC

- **Second:** The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington (New Castle County). The name of its Registered agent at such address is Corporation Service Company

- **Third:** *(Use this paragraph only if the company is to have a specific effective date of dissolution.)* "The latest date on which the limited liability company is to dissolve is _____."

- **Fourth:** *(Insert any other matters the members determine to include herein.)*

In Witness Whereof, the undersigned have executed this Certificate of Formation of QHG of Fort Wayne Company, LLC this 17 day of December, 2007.

BY: /s/ Robin J. Keck
Authorized Person(s)

NAME: Robin J. Keck, Organizer
Type or Print

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:10 AM 12/28/2007
FILED 10:57 AM 12/28/2007
SRV 071370052 – 4474773 FILE

CERTIFICATE OF MERGER
MERGING
QHG OF FORT WAYNE, INC.
WITH AND INTO
QHG OF FORT WAYNE COMPANY, LLC

The undersigned limited liability company, formed and existing under and by virtue of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101 et seq., does hereby certify that:

FIRST: The name and jurisdiction of formation or organization of each of the constituent entities in the merger are as follows:

Name	**Jurisdiction of Formation or Organization**
QHG of Fort Wayne, Inc.	Indiana
QHG of Fort Wayne Company, LLC	Delaware

SECOND: An Agreement and Plan of Merger between the parties to the merger has been approved and executed by each of the constituent entities in accordance with the requirements of applicable law.

THIRD: The name of the surviving limited liability company is QHG of Fort Wayne Company, LLC.

FOURTH: This Certificate of Merger, and the merger referenced herein, shall be effective as of 11:59 p.m. on December 31, 2007.

FIFTH: The executed Agreement and Plan of Merger is on file at a place of business of the surviving limited liability company. The address of such place of business of the surviving limited liability company is 4000 Meridian Blvd., Franklin, TN 37067.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company, on request and without cost, to any stockholder or member of, or any other person holding an interest in, either of the constituent entities in the merger.

[Signature Page Follows]

IN WITNESS WHEREOF, the surviving limited liability company has caused this Certificate of Merger to be duly executed in its name this 27th day of December, 2007.

QHG OF FORT WAYNE COMPANY, LLC

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Senior Vice President and Secretary

Authorized Person

Exhibit 3.390

865299 OCT-8

Business ID: 939308
Date Filed: 10/08/2008 12:00 PM
C. Delbert Hosemann, Jr.
Secretary of State

F0100

OFFICE OF THE SECRETARY OF STATE
P O BOX 136, JACKSON, MS 39205-0136
(601)359-1633

Mississippi LLC Certificate of Formation

The undersigned hereby executes the following document and sets forth:
(fields marked with an asterisks are required)

1. Name of the Limited Liability Company: (The name must include the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")

ð * River Oaks Hospital, LLC

2. The future effective date is (Complete if Applicable)

3. Federal Tax ID if available (Do not put Social Security Number in the box)

ð 64-0626874

4. Name and Street Address of the Registered Agent and Registered Office is (must be in Mississippi)

ð * Name: C T Corporation System

ð * Physical Address: 645 Lakeland East Drive, Suite 101

ð P.O. Box:

* City: Flowood | * State: MS | * Zip4 – Zip 5: 39232

5. If the Limited Liability Company is to have a specific date of dissolution, the latest date upon which the Limited Liability Company is to dissolve is

ð

6. Is full or partial management of the Limited Liability Company vested in a manager or managers? (Mark Appropriate box)

ð * ☒Yes ☐No

7. Other matters the managers or members elect to include: (Attach additional pages if necessary)

ð

ð

MS035 - 02/12/2001 CT System Online

865299 OCT-8

F0100

OFFICE OF THE SECRETARY OF STATE
P O BOX 136, JACKSON, MS 39205-0136
(601)359-1633

Certificate of Formation

8. Signatures: This certificate must be signed by at least one member, manager, or organizer. (If signed by "manager" box 6 on page one should be marked "yes".) The name, title, and address of each signer should be included in the spaces indicated. This page may be duplicated for additional signatures.

* Printed Name	Timothy R. Parry	* Title	Sr. Vice President
* By: Signature	/s/ Timothy R. Parry	(please keep writing within blocks)	
Street and Mailing Address			
ð * Physical Address	5811 Pelican Bay Blvd., Suite 500		
ð * P. O. Box			
ð * City	Naples	FL (State)	34108 (Zip4 – Zip5)
Printed Name		Title	
By: Signature		(please keep writing within block)	
Street and Mailing Address			
ð Physical Address			
ð P. O. Box			
ð City		State	Zip4 – Zip5

Rev. 02/08

MS035 - 02/12/2001 CT System Online

865723 OCT 16

Business ID: 939308
Date Filed: 10/16/2008 05:00 PM
C. Delbert Hosemann, Jr.
Secretary of State

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Merger

The undersigned Limited Liability Companies, pursuant to Senate Bill 2395, Chapter 402, Laws of 1994, hereby execute the following Certificate of Merger and set forth:

1. The names and jurisdiction of formation or organization of the Limited Liability Companies

River Oaks Hospital, LLC, a Delaware limited liability company (Non-Survivor)

River Oaks Hospital, LLC, a Mississippi limited liability company (Survivor)

2. The plan or agreement of merger has been approved and executed by each party to the merger

3. The name of the surviving Limited Liability Company

River Oaks Hospital, LLC

4. The future effective date is (Complete if applicable)

5. The plan or agreement of merger. (Attach agreement or plan)

6. The Secretary of State of Mississippi is appointed the registered agent of this Limited Liability Company for service process in a proceeding to enforce any obligation of each domestic Limited Liability Company party to the merger. (Applicable only if the surviving organization is a Foreign Limited Liability Company.)

Name of Limited Liability Company: River Oaks Hospital, LLC (DE LLC)

By: Signature: By: Hospital Management Associates, Inc. - Manager

/s/ Timothy R. Parry

(please keep writing within blocks)

Printed Name: Timothy R. Parry

Title: Sr. Vice President

Rev. 01/96
MS045 – 02/07/01 CT System Online

865723 OCT 16

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Merger

Street and Mailing Address

Physical Address	5811 Pelican Bay Blvd., Suite 500		
P.O. Box			
City, State, ZIP5, ZIP4	Naples	FL	34108 – 2710

Name of Limited Liability Company: River Oaks Hospital, LLC (MS LLC)

By: Signature: By: Hospital Management Associates, Inc. - Manager

/s/ Timothy R. Parry

(please keep writing within blocks)

Printed Name: Timothy R. Parry

Title: Sr. Vice President

Street and Mailing Address

Physical Address	5811 Pelican Bay Blvd., Suite 500		
P.O. Box			
City, State, ZIP5, ZIP4	Naples	FL	34108 – 2710

Rev. 01/96
MS045 - 02/09/01 CT System Online

PLAN OF MERGER
BETWEEN
RIVER OAKS HOSPITAL, LLC
(A DELAWARE LIMITED LIABILITY COMPANY)
AND
RIVER OAKS HOSPITAL, LLC
(A MISSISSIPPI LIMITED LIABILITY COMPANY)

This Plan and Agreement of Merger, dated this 16th day of October, 2008, is made pursuant to Section 79-29-209 of the Mississippi Limited Liability Company Act, between **River Oaks Hospital, LLC**, a Delaware limited liability company and **River Oaks Hospital, LLC**, a Mississippi limited liability company.

WITNESSETH that:

WHEREAS, River Oaks Hospital, LLC is a limited liability company organized and existing under the laws of the State of Delaware, its Certificate of Formation having been filed in the Office of the Delaware Secretary of State on October 15, 2008 (together with a Certificate of Conversion of River Oaks Hospital, Inc., converting such corporation to a limited liability company, River Oaks Hospital, LLC); and

WHEREAS, River Oaks Hospital, LLC is a Limited liability company organized and existing under the laws of the State of Mississippi, its Certificate of Formation having been filed in the Office of the Mississippi Secretary of State on October 8, 2008; and

WHEREAS, the Sole Member of each constituent limited liability company deems it advisable that River Oaks Hospital, LLC, a Delaware limited liability company, be merged into River Oaks Hospital, LLC, a Mississippi limited liability company, on the terms and conditions hereinafter set forth, in accordance with the applicable statutes of Delaware and Mississippi;

NOW, THEREFORE, the limited liability companies, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

ARTICLE ONE

Pursuant to the provisions of the laws of the states of Delaware and Mississippi, River Oaks Hospital, LLC, a Delaware limited liability company, hereby merges into River Oaks Hospital, LLC, a Mississippi limited liability company, which shall be the surviving limited liability company.

ARTICLE TWO

The Certificate of Formation of River Oaks Hospital, LLC, a Mississippi limited liability company, as heretofore amended, is in effect on the date of the merger provided for in this Agreement and shall continue in full force and effect as the Certificate of Formation of the limited liability company surviving this merger.

ARTICLE THREE

The authorized ownership of each limited liability company which is a party to the merger is as follows:

(a) Health Management Associates, Inc., a Delaware corporation, is the Sole Member of River Oaks Hospital, LLC, a Delaware limited liability company, and owns one thousand (1,000) ownership units representing a 100% ownership interest in River Oaks Hospital, LLC, a Delaware limited liability company. The number of such ownership units is not subject to change prior to the effective date of the merger.

(b) Health Management Associates, Inc., a Delaware corporation, is the Sole Member of River Oaks Hospital, LLC, a Mississippi limited liability company, and owns one hundred (100) ownership units representing a 100% ownership interest in River Oaks Hospital, LLC, a Mississippi limited liability company. The number of such ownership units is not subject to change prior to the effective date of the merger.

ARTICLE FOUR

The manner of converting the ownership units of each constituent limited liability company into units or other securities of the surviving limited liability company shall be as follows:

(a) The one hundred (100) ownership units of River Oaks Hospital, LLC, a Mississippi limited liability company, which shall be issued and outstanding immediately prior to the effective date of this Agreement, shall remain issued and outstanding.

(b) The one thousand (1,000) ownership units of River Oaks Hospital, LLC, a Delaware limited liability company, outstanding immediately prior to the effective date of the merger shall be automatically cancelled and extinguished and converted into and become the right to receive one hundred (100) ownership units of River Oaks Hospital, LLC, a Mississippi limited liability company.

ARTICLE FIVE

The terms and conditions of the merger are as follows:

(a) The limited liability company agreement of River Oaks Hospital, LLC, a Mississippi limited liability company, as it shall exist on the effective date of this Agreement shall be and remain the limited liability company agreement of the surviving limited liability company until the same shall be altered, amended and repealed as therein provided.

(b) The officers of River Oaks Hospital, LLC, a Mississippi limited liability company, shall continue in office until the Manager of River Oaks Hospital, LLC, a Mississippi limited liability company, shall elect new officers.

(c) This merger shall become effective upon filing with the Secretary of State of Mississippi.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged limited liability company shall be transferred to, vested in and devolve upon the surviving limited liability company without further act or deed and all property, rights, and every other interest of the surviving limited liability company and the merged limited liability company shall be as effectively the property of the surviving limited liability company as they were of the surviving limited liability company and the merged limited liability company respectively. The merged limited liability company hereby agrees from time to time, as and when requested by the surviving limited liability company or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving limited liability company may deem to be necessary or desirable in order to vest in and confirm to the surviving limited liability company title to and possession of any property of the merged limited liability company acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers of the merged limited liability company and the proper officers of the surviving limited liability company are fully authorized in the name of the merged limited liability company or otherwise to take any and all such action.

****

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their Sole Member have caused these presents to be executed by the Senior Vice President of each party hereto as the respective act, deed and agreement of said limited liability company on this 16th day of October, 2008.

RIVER OAKS HOSPITAL, LLC
(a Delaware limited liability company)

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

RIVER OAKS HOSPITAL, LLC
(a Mississippi limited liability company)

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

Exhibit 3.391

SECOND AMENDED AND RESTATED

OPERATING AGREEMENT

OF

RIVER OAKS HOSPITAL, LLC

January 27, 2014

GLOSSARY OF DEFINED TERMS

Defined Terms	*Section*
Act	1.1
Affiliate	13.
Agreement	Preamble
Board	10.1
Chairman	10.11
Company	1.1
Liability	12.2
Member	Preamble
Units	4.1

SECOND AMENDED AND RESTATED
OPERATING AGREEMENT
OF
RIVER OAKS HOSPITAL, LLC

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Mississippi HMA Holdings I, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member has formed a limited liability company (the "Company") pursuant to the provisions of applicable Mississippi law, which limited liability company is governed pursuant to the provisions of the Mississippi Revised Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be River Oaks Hospital, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Mississippi is located at Mirror Lake Plaza, 2829 Lakeland Drive, Suite 1502, Flowood, Mississippi 39232, Rankin County. The registered agent of the Company for service of process at such address is CSC of Rankin County, Inc. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Mississippi Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.l, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board"). Each director shall have all of the powers, rights, duties, and responsibilities of a "manager" under the Act.

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Member from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash, and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Member shall fill the vacancy. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Mississippi. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.12 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Mississippi corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Mississippi corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Mississippi corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant ***Treasurers and Assistant Secretaries.***

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith and with fair dealing, with the care an ordinarily prudent person in a like position would exercise

under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement , to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2 **Indemnification.**

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 79-29-313(3) or 79-29-709 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in River Oaks Hospital, LLC and shall be a security or purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of dissolution of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Mississippi pursuant to Section 79-29-205 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 **Amendment.**

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Mississippi without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

MISSISSIPPI HMA HOLDINGS I, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Mississippi HMA Holdings I, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

Rockledge HMA, LLC

(Must end with the words "Limited Liability Company, ''L.L.C.," or "LLC.")

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:	**Mailing Address:**
5811 Pelican Bay Boulevard, Suite 500	Same
Naples, FL 34108	

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent, You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

C T Corporation System
Name

1200 South Pine Island Road
Florida street address (P.O. Box **NOT** acceptable)

Plantation FL 33324
City, State, and Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S..

C T Corporation System

By: /s/ Barbara A. Burke
Registered Agent's Signature (REQUIRED)

Barbara A. Burke
Special Assistant Secretary

(CONTINUED)

ARTICLE IV- Manager(s) or Managing Member(s):

The name and address of each Manager or Managing Member is as follows:

Title:	**Name and Address:**
"MGR" = Manager "MGRM" = Managing Member	
MGR	Hospital Management Associates, Inc. 5811 Pelican Bay Boulevard, Suite 500 Naples, FL 34108

(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: _____. (OPTIONAL) **(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)**

REQUIRED SIGNATURE:

/s/ Timothy R. Parry

Signature of a member or an authorized representative of a member.

(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Timothy R. Parry

Typed or printed name of signee

Filing Fees:

$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent
$ 30.00 Certified Copy (Optional)
$ 5.00 Certificate of Status (Optional)

Exhibit 3.395

AMENDED AND RESTATED

OPERATING AGREEMENT

OF

ROCKLEDGE HMA, LLC

January 27, 2014

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AMENDED AND RESTATED OPERATING AGREEMENT
OF
ROCKLEDGE HMA, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Brevard HMA Hospitals, LLC, a Florida limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of Chapter 605, Florida Statutes, the Florida Revised Limited Liability Company Act ("Act"), and all amendments thereto

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Rockledge HMA, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Florida is located at 1201 Hays Street, Tallahassee Florida, 32301. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Articles of Organization with the Florida Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc., an affiliated company, on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF MANAGERS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Managers ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual managers, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three managers, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, managers shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of managers shall not shorten an incumbent manager's term. Each manager shall hold office until such manager resigns or is removed. Despite the expiration of a manager's term, such manager shall continue to serve until the manager's successor is elected and qualifies, until there is a decrease in the number of managers or the manager is removed.

10.3 Resignation of Managers. A manager may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Managers by Member. A manager shall be removed by the Member only at a meeting called for the purpose of removing such manager and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the manager. The Member may remove one or more managers with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of managers, the Board shall fill the vacancy, and if the managers remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the managers remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new manager may not take office until the vacancy occurs.

10.6 Compensation of Managers. Managers on the Board shall not be entitled to receive a fee for the manager's services as a manager on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Florida. The Board may permit any or all managers to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all managers participating may simultaneously hear each other during the meeting. A manager participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the managers having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all managers entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of managers fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of managers present shall constitute an act of the Board. A manager who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the manager objects at the beginning of the meeting, or promptly upon the manager' s arrival, to holding the meeting or transacting business at the meeting or (ii) the manager's dissent or abstention from the action taken is entered in the minutes of the meeting or the manager delivers written notice of the manager's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a manager who votes in favor of the action taken.

10.12 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Florida limited liability company and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and

deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF MANAGERS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The managers and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such manager's or officer's status as a manager or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Florida limited liability company of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a manager or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such manager or officer acting under this Agreement shall not be liable to the Company, the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a manager or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such manager or officer; provided, however, that the foregoing shall not be interpreted or

construed so as to eliminate or restrict any fiduciary duty, including, but not limited to, the duties of loyalty, care, good faith and fair dealing, in such a manner as to be contrary to the provisions of Section 605.0105 of the Act.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each manager or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a manager or officer of the Company, or is or was serving at the request of the Company as a manager, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that (i) the manager or officer has met the standard of conduct described in Section 12.1, and (ii) indemnification under this paragraph does not violate the provisions of Section 605.0105 A manager or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the manager or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a manager or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The manager or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The manager or officer furnishes the Company a written undertaking, executed personally or on the manager's or officer's behalf, to repay the advance if it is ultimately determined that the manager or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the manager or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested

managers or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a manager or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a manager or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The managers and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, managers, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a manager, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a manager or such manager's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Dissociation of Member. Upon the occurrence of any of the events set forth in Section 605.0602 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Rockledge HMA, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and articles of dissolution are filed with the office of the Secretary of State of the State of Florida pursuant to Section 605.0707 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

BREVARD HMA HOSPITALS, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Brevard HMA Hospitals, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.396

Business ID: 938734
Date Filed: 09/25/2008 12:00 PM
C. Delbert Hosemann, Jr.
Secretary of State

F0100

OFFICE OF THE SECRETARY OF STATE
P O BOX 136, JACKSON, MS 39205-0136
(601)359-1633

Mississippi LLC Certificate of Formation

The undersigned hereby executes the following document and sets forth:
(fields marked with an asterisks are required)

1. Name of the Limited Liability Company: (The name must include the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")

ð* ROH, LLC

2. The future effective date is (Complete if Applicable)

3. Federal Tax ID if available (Do not put Social Security Number in the box)

ð 64-0780035

4. Name and Street Address of the Registered Agent and Registered Office is (must be in Mississippi)

ð *Name C T Corporation System

ð *Physical Address 645 Lakeland East Drive, Suite 101

ð P.O. Box

*City Flowood | MS | 39232

* State * Zip4 – Zip 5

5. If the Limited Liability Company is to have a specific date of dissolution, the latest date upon which the Limited Liability Company is to dissolve is

ð

6. Is full or partial management of the Limited Liability Company vested in a manager or managers? (Mark Appropriate box)

ð* ☒ Yes ☐ No

7. Other matters the managers or members elect to include: (Attach additional pages If necessary)

ð

ð

M5015 - 02/12/2008 C T System Online

F0100

OFFICE OF THE SECRETARY OF STATE
P O BOX 136, JACKSON, MS 39205-0136
(601)359-1633

Certificate of Formation

8. Signatures: This certificate must be signed by at least one member, manager, or organizer. (If signed by "manager" box 6 on page one 1 should be marked "yes".) The name, title, and address of each signer should be included in the spaces indicated. This page may be duplicated for additional signatures.

* Printed Name	Timothy R. Parry	* Title	Sr. Vice President
* By: Signature	/s/ Timothy R. Parry	(please keep writing within blocks)	
Street and Mailing Address			
ð * Physical Address	5811 Pelican Bay Blvd., Suite 500		
ð * P.O. Box			
ð * City	Naples	FL (State)	34108 (Zip4 – Zip5)
Printed Name		Title	
By: Signature		(please keep writing within blocks)	
Street and Mailing Address			
ð Physical Address			
ð P.O. Box			
ð City		(State)	(Zip4 – Zip 5)

Business ID: 938734
Date Filed: 10/09/2008 05:00 PM
C. Delbert Hosemann, Jr.
Secretary of State

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Merger

The undersigned Limited Liability Companies, pursuant to Senate Bill 2395, Chapter 402, Laws of l994, hereby execute the following Certificate of Merger and set forth:

1. The names and jurisdiction of formation or organization of the Limited Liability Companies

ROH, LLC, a Delaware limited liability company (Non-Survivor)

ROH, LLC, a Mississippi limited liability company (Survivor)

2. The plan or agreement of merger has been approved and executed by each party to the merger

3. The name of the surviving Limited Liability Company

ROH, LLC

4. The future effective date is (Complete if applicable)

5. The plan or agreement of merger, XXXXXXX is attached.

6. The Secretary of State of Mississippi is appointed the registered agent of this Limited Liability Company for service process in a proceeding to enforce any obligation of each domestic Limited Liability Company party to the merger. (Applicable only if the surviving organization is a Foreign Limited Liability Company.)

Name of Limited Liability Company: ROH, LLC (DE LLC)

By: Signature: By: Hospital Management Associates, Inc. – Manager /s/ Timothy R. Parry (Please keep writing within blocks)

Printed Name: Timothy R. Parry Title: Sr. Vice President

Rev. 01/96
M5045 - 02/09/01 CT System Online

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Merger

Street and Mailing Address

Physical Address	5811 Pelican Bay Blvd., Suite 500		
P.O. Box			
City, State, ZIP5, ZIP4	Naples	FL	34108 - 2710

Name of Limited Liability Company: ROH, LLC (MS LLC)

By: Signature: By: Hospital Management Associates, Inc. – Manager
/s/ Timothy R. Parry

(Please keep writing within blocks)

Printed Name: Timothy R. Parry

Title: Sr. Vice President

Street and Mailing Address

Physical Address	5811 Pelican Bay Blvd., Suite 500		
P.O. Box			
City, State, ZIP5, ZIP4	Naples	FL	34108 - 2710

Rev. 01/96
M5045 - 02/09/01 CT System Online

PLAN OF MERGER
BETWEEN
ROH, LLC
(A DELAWARE LIMITED LIABILITY COMPANY)
AND
ROH, LLC
(A MISSISSIPPI LIMITED LIABILITY COMPANY)

This Plan and Agreement of Merger, dated this 7th day of October, 2008, is made pursuant to Section 79-29-209 of the Mississippi Limited Liability Company Act, between **ROH, LLC,** a Delaware limited liability company and **ROH, LLC,** a Mississippi limited liability company.

WITNESSETH that:

WHEREAS, ROH, LLC is a limited liability company organized and existing under the laws of the State of Delaware, its Certificate of Formation having been filed in the Office of the Delaware Secretary of State on October 6, 2008 (together with a Certificate of Conversion of ROH, Inc., converting such corporation to a limited liability company, ROH, LLC); and

WHEREAS, ROH, LLC is a Limited liability company organized and existing under the laws of the State of Mississippi, its Certificate of Formation having been filed in the Office of the Mississippi Secretary of State on September 25, 2008; and

WHEREAS, the Sole Member of each constituent limited liability company deems it advisable that ROH, LLC, a Delaware limited liability company, be merged into ROH, LLC, a Mississippi limited liability company, on the terms and conditions hereinafter set forth, in accordance with the applicable statutes of Delaware and Mississippi;

NOW, THEREFORE, the limited liability companies, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

ARTICLE ONE

Pursuant to the provisions of the laws of the states of Delaware and Mississippi, ROH, LLC, a Delaware limited liability company, hereby merges into ROH, LLC, a Mississippi limited liability company, which shall be the surviving limited liability company.

ARTICLE TWO

The Certificate of Formation of ROH, LLC, a Mississippi limited liability company, as heretofore amended, is in effect on the date of the merger provided for in this Agreement and shall continue in full force and effect as the Certificate of Formation of the limited liability company surviving this merger.

ARTICLE THREE

ARTICLE THREE

The authorized ownership of each limited liability company which is a party to the merger is as follows:

(a) River Oaks Hospital, LLC, a Delaware limited liability company, is the Sole Member of ROH, LLC, a Delaware limited liability company, and owns one thousand (1,000) ownership units representing a 100% ownership interest in ROH, LLC, a Delaware limited liability company. The number of such ownership units is not subject to change prior to the effective date of the merger.

(b) River Oaks Hospital, LLC, a Delaware limited liability company, is the Sole Member of ROH, LLC, a Mississippi limited liability company, and owns one hundred (100) ownership units representing a 100% ownership interest in ROH, LLC, a Mississippi limited liability company. The number of such ownership units is not subject to change prior to the effective date of the merger.

ARTICLE FOUR

The manner of converting the ownership units of each constituent limited liability company into units or other securities of the surviving limited liability company shall be as follows:

(a) The one hundred (100) ownership units of ROH, LLC, a Mississippi limited liability company, which shall be issued and outstanding immediately prior to the effective date of this Agreement, shall remain issued and outstanding.

(b) The one thousand (1,000) ownership units of ROH, LLC, a Delaware limited liability company, outstanding immediately prior to the effective date of the merger shall be automatically cancelled and extinguished and converted into and become the right to receive one hundred (100) ownership units of ROH, LLC, a Mississippi limited liability company.

ARTICLE FIVE

The terms and conditions of the merger are as follows:

(a) The limited liability company agreement of ROH, LLC, a Mississippi limited liability company, as it shall exist on the effective date of this Agreement shall be and remain the limited liability company agreement of the surviving limited liability company until the same shall be altered, amended and repealed as therein provided.

(b) The officers of ROH, LLC, a Mississippi limited liability company, shall continue in office until the Manager of ROH, LLC, a Mississippi limited liability company, shall elect new officers.

(c) This merger shall become effective upon filing with the Secretary of State of Mississippi.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged limited liability company shall be transferred to, vested in and devolve upon the

surviving limited liability company without further act or deed and all property, rights, and every other interest of the surviving limited liability company and the merged limited liability company shall be as effectively the property of the surviving limited liability company as they were of the surviving limited liability company and the merged limited liability company respectively. The merged limited liability company hereby agrees from time to time, as and when requested by the surviving limited liability company or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving limited liability company may deem to be necessary or desirable in order to vest in and confirm to the surviving limited liability company title to and possession of any property of the merged limited liability company acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers of the merged limited liability company and the proper officers of the surviving limited liability company are fully authorized in the name of the merged limited liability company or otherwise to take any and all such action.

****

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their Sole Member have caused these presents to be executed by the Senior Vice President of each party hereto as the respective act, deed and agreement of said limited liability company on this 7th day of October, 2008.

ROH, LLC
(a Delaware limited liability company)

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

ROH, LLC
(a Mississippi limited liability company)

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

Exhibit 3.397

AMENDED AND RESTATED

OPERATING AGREEMENT

OF

ROH, LLC

January 27, 2014

GLOSSARY OF DEFINED TERMS

Defined Terms	*Section*
Act	1.1
Affiliate	13.
Agreement	Preamble
Board	10.1
Chairman	10.11
Company	1.1
Liability	12.2
Member	Preamble
Units	4.1

AMENDED AND RESTATED
OPERATING AGREEMENT
OF
ROH, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by River Oaks Hospital, LLC, a Mississippi limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member has formed a limited liability company (the "Company") pursuant to the provisions of applicable Mississippi law, which limited liability company is governed pursuant to the provisions of the Mississippi Revised Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be ROH, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Mississippi is located at Mirror Lake Plaza, 2829 Lakeland Drive, Suite 1502, Flowood, Mississippi 39232, Rankin County. The registered agent of the Company for service of process at such address is CSC of Rankin County, Inc. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Mississippi Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.l, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board"). Each director shall have all of the powers, rights, duties, and responsibilities of a "manager" under the Act.

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Member from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash, and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Member shall fill the vacancy. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Mississippi. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.12 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Mississippi corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Mississippi corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Mississippi corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant ***Treasurers and Assistant Secretaries.***

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith and with fair dealing, with the care an ordinarily prudent person in a like position would exercise

under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement , to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2 **Indemnification.**

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 79-29-313(3) or 79-29-709 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in ROH, LLC and shall be a security or purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of dissolution of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Mississippi pursuant to Section 79-29-205 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

***16.1* Amendment.**

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Mississippi without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

RIVER OAKS HOSPITAL, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
River Oaks Hospital, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.400

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:33 PM 12/18/2006
FILED 06:33 PM 12/18/2006
SRV 061159653 – 4270743 FILE

ARTICLES OF INCORPORATION

OF

RUSTON HOSPITAL CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Delaware General Corporation Law (the "Delaware Code"), as amended, hereby adopts the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the Corporation is Ruston Hospital Corporation.

ARTICLE II

The period of its duration is perpetual.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware Code.

ARTICLE IV

The total number of shares of all classes of stock that the Corporation shall have the authority to issue is one thousand (1,000) shares of $.01 per share par value Common Stock.

ARTICLE V

The address of the principal office of the Corporation's registered office in this State, and the name of its registered agent at such address is:

National Registered Agents, Inc.
160 Greentree Drive, Suite 101
County of Kent
Dover, DE 19904

ARTICLE VI

Election of the Directors need not be written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE VII

The name and mailing address of the incorporator is:

Robin J. Keck
Community Health Systems, Inc.
4000 Meridian Blvd.
Franklin, Tennessee 37067

ARTICLE VIII

To the fullest extent permitted by Delaware law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware Code or (iv) for any transaction from which the director derived any improper personal benefit. If the Delaware Code is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware Code, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE IX

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is a legal representative, or is or was a director or officer of the Corporation or is only serving at the request of the Corporation as a director or officer of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity or as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest

extent authorized by the Delaware Code as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that if the Delaware Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Rights of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware Code. Neither the failure of the Corporation (including its Board of Directors, independent counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Delaware Code, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and my indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware Code.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Delaware Code with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE X

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the Board of Directors of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of December, 2006.

/s/ Robin J. Keck
Robin J. Keck, Incorporator

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:52 AM 09/28/2007
FILED 09:26 AM 09/28/2007
SRV 071063348 – 4270743 FILE

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE

AND OF REGISTERED AGENT

OF

RUSTON HOSPITAL CORPORATION

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is:

RUSTON HOSPITAL CORPORATION

2. The registered office of the corporation within the State of Delaware is hereby changed to 2711 Centerville Road, Suite 400, City of Wilmington 19808, County of New Castle.

3. The registered agent of the corporation within the State of Delaware is hereby changed to Corporation Service Company, the business office of which is identical with the registered office of the corporation as hereby changed.

4. The corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on September 11, 2007

/s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Sr. Vice President & Secretary

Exhibit 3.402

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:33 PM 12/18/2006
FILED 06:33 PM 12/18/2006
SRV 061159654 – 4270657 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is Ruston Louisiana Hospital Company, LLC.
- **Second:** The address of its registered office in the State of Delaware is 160 Greentree Drive, Suite 101 in the City of Dover, DE 19904 County of Kent. The name of its Registered agent at such address is National Registered Agents, Inc.
- **Third:** *(Use this paragraph only if the company is to have a specific effective date of dissolution.)* "The latest date on which the limited liability company is to dissolve is _____."
- **Fourth:** *(Insert any other matters the members determine to include herein.)*

In Witness Whereof, the undersigned have executed this Certificate of Formation of Ruston Louisiana Hospital Company, LLC this 18 day of December, 2006.

BY: /s/ Robin J. Keck
Authorized Person(s)

NAME: Robin J. Keck, Organizer
Type or Print

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:45 PM 09/26/2007
FILED 01:36 PM 09/26/2007
SRV 071054945 – 4270657 FILE

Certificate of Amendment to Certificate of Formation

of

RUSTON LOUISIANA HOSPITAL COMPANY, LLC

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the "limited liability company") is:

RUSTON LOUISIANA HOSPITAL COMPANY, LLC

2. The certificate of formation of the limited liability company is hereby amended by striking out the statement relating to the limited liability company's registered agent and registered office and by substituting in lieu thereof the following new statement:

"The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808."

Executed on September 14, 2007

/s/ Rachel A. Seifert,
Name: Rachel A. Seifert
Title: Authorized Person

DE LL D-:CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION 01/98 (#3048)

Exhibit 3.422

FILED
08 NOV 24 AM 9:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Certificate of Conversion
For
"Other Business Entity"
Into
Florida Limited Liability Company

This Certificate of Conversion and attached Articles of Organization are submitted to convert the following **"Other Business Entity" into a Florida limited liability company** in accordance with s.608.439, Florida Statutes.

1. The Name of the "Other Business Entity" immediately prior to the filing of this Certificate of Conversion is:

Sebastian Hospital, Inc.

2. The "Other Business Entity" is a corporation, first incorporated under the laws of the State of Florida on June 15, 1993.

3. The name of the Florida limited liability company as set forth in the attached Articles of Organization:

Sebastian Hospital, LLC

4. This conversion shall be effective on the date this document is filed by the Florida Department of State.

Signed this 20th day of November, 2008.

Signature of Member or Authorized Representative of limited liability company:

Health Management Associates, Inc.
Member

By: /s/ Timothy R. Parry
Printed Name: Timothy R. Parry
Title: Senior Vice President and Secretary

Signature on behalf of Other Business Entity:

/s/ Timothy R. Parry
Printed Name: Timothy R. Parry
Title: Senior Vice President and Secretary

FILED
08 NOV 24 AM 9:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE 1: name:

The name of the limited liability company is:

Sebastian Hospital, LLC

ARTICLE II: address:

The mailing address and street address of the principal office of the limited liability company is:

Principal Office Address:

5811 Pelican Bay Blvd., Suite 500
Naples, FL 34108

Mailing Address:

5811 Pelican Bay Blvd., Suite 500
Naples, FL 34108

ARTICLE III: Registered Agent, Registered Office & Registered Agent's Signature:

The name and the Florida street address of the registered agent are:

CT Corporation System

1200 South Pine Island Road

Plantation, FL 33324

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate. I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.

CT Corporation System

/s/ Connie Bryan
Registered Agent's Signature (REQUIRED)
CONNIE BRYAN
SPECIAL ASSISTANT SECRETARY

ARTICLE IV: Manager(s) or Managing Member(s):

The name and address of each Manager or Managing Member is as follows:

Title:	**Name and Address:**
"MGR" = Manager "MGRM" = Managing Member	
MGR	Hospital Management Associates, Inc. 5811 Pelican Bay Blvd., Suite 500 Naples, FL 34108

ARTICLE V: Effective on the date this document is filed by the Florida Department of State.

REQUIRED SIGNATURE:

By: /s/ Timothy R. Parry

(In accordance with Section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Timothy R. Parry, Senior Vice President of Hospital Management Associates, Inc., Manager

Exhibit 3.423

AMENDED AND RESTATED

OPERATING AGREEMENT

OF

SEBASTIAN HOSPITAL, LLC

January 27, 2014

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Units	4.1

AMENDED AND RESTATED OPERATING AGREEMENT
OF
SEBASTIAN HOSPITAL, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Central Florida HMA Holdings, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of Chapter 605, Florida Statutes, the Florida Revised Limited Liability Company Act ("Act"), and all amendments thereto

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Sebastian Hospital, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Florida is located at 1201 Hays Street, Tallahassee, Florida 32301. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Articles of Organization with the Florida Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc., an affiliated company, on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF MANAGERS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Managers ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual managers, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three managers, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, managers shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of managers shall not shorten an incumbent manager's term. Each manager shall hold office until such manager resigns or is removed. Despite the expiration of a manager's term, such manager shall continue to serve until the manager's successor is elected and qualifies, until there is a decrease in the number of managers or the manager is removed.

10.3 Resignation of Managers. A manager may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Managers by Member. A manager shall be removed by the Member only at a meeting called for the purpose of removing such manager and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the manager. The Member may remove one or more managers with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of managers, the Board shall fill the vacancy, and if the managers remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the managers remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new manager may not take office until the vacancy occurs.

10.6 Compensation of Managers. Managers on the Board shall not be entitled to receive a fee for the manager's services as a manager on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Florida. The Board may permit any or all managers to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all managers participating may simultaneously hear each other during the meeting. A manager participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the managers having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all managers entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of managers fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of managers present shall constitute an act of the Board. A manager who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the manager objects at the beginning of the meeting, or promptly upon the manager' s arrival, to holding the meeting or transacting business at the meeting or (ii) the manager's dissent or abstention from the action taken is entered in the minutes of the meeting or the manager delivers written notice of the manager's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a manager who votes in favor of the action taken.

10.12 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Florida limited liability company and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and

deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF MANAGERS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The managers and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such manager's or officer's status as a manager or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Florida limited liability company of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a manager or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such manager or officer acting under this Agreement shall not be liable to the Company, the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a manager or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such manager or officer; provided, however, that the foregoing shall not be interpreted or

construed so as to eliminate or restrict any fiduciary duty, including, but not limited to, the duties of loyalty, care, good faith and fair dealing, in such a manner as to be contrary to the provisions of Section 605.0105 of the Act.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each manager or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a manager or officer of the Company, or is or was serving at the request of the Company as a manager, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that (i) the manager or officer has met the standard of conduct described in Section 12.1, and (ii) indemnification under this paragraph does not violate the provisions of Section 605.0105 A manager or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the manager or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a manager or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The manager or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The manager or officer furnishes the Company a written undertaking, executed personally or on the manager's or officer's behalf, to repay the advance if it is ultimately determined that the manager or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the manager or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested

managers or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a manager or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a manager or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The managers and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, managers, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a manager, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a manager or such manager's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Dissociation of Member. Upon the occurrence of any of the events set forth in Section 605.0602 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Sebastian Hospital, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and articles of dissolution are filed with the office of the Secretary of State of the State of Florida pursuant to Section 605.0707 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

CENTRAL FLORIDA HMA HOLDINGS, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Central Florida HMA Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.424

FILED
08 DEC - 2 PM 2:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Certificate of Conversion
For
"Other Business Entity"
Into
Florida Limited Liability Company

This Certificate of Conversion and attached Articles of Organization are submitted to convert the following **"Other Business Entity" into a Florida limited liability company** in accordance with s.608.439, Florida Statutes.

1. The Name of the "Other Business Entity" immediately prior to the filing of this Certificate of Conversion is:

Sebring Hospital Management Associates, Inc.

2. The "Other Business Entity" is a corporation, first incorporated under the laws of the State of Florida on March 21, 1985, effective March 15, 1985.

3. The name of the Florida limited liability company as set forth in the attached Articles of Organization:

Sebring Hospital Management Associates, LLC

4. This conversion shall be effective on the date this document is filed by the Florida Department of State.

Signed this 1st day of December, 2008.

Signature of Member or Authorized Representative of limited liability company:

Health Management Associates, Inc.
Member

By: /s/ Timothy R. Parry
Printed Name: Timothy R. Parry
Title: Senior Vice President and Secretary

Signature on behalf of Other Business Entity:

/s/ Timothy R. Parry
Printed Name: Timothy R. Parry
Title: Senior Vice President and Secretary

FILED
08 DEC- 2 PM 2:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE 1: name:

The name of the limited liability company is:

Sebring Hospital Management Associates, LLC

ARTICLE II: address:

The mailing address and street address of the principal office of the limited liability company is:

Principal Office Address:

5811 Pelican Bay Blvd., Suite 500
Naples, FL 34108

Mailing Address:

5811 Pelican Bay Blvd., Suite 500
Naples, FL 34108

ARTICLE III: Registered Agent, Registered Office & Registered Agent's Signature:

The name and the Florida street address of the registered agent are:

CT Corporation System

1200 South Pine Island Road

Plantation, FL 33324

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate. I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.

CT Corporation System

/s/ Chris McNeair
Registered Agent's Signature (REQUIRED)
Chris McNeair
Assistant Secretary

ARTICLE IV: Manager(s) or Managing Member(s):

The name and address of each Manager or Managing Member is as follows:

Title:	**Name and Address:**
"MGR" = Manager "MGRM" = Managing Member	
MGR	Hospital Management Associates, Inc. 5811 Pelican Bay Blvd., Suite 500 Naples, FL 34108

ARTICLE V: Effective on the date this document is filed by the Florida Department of State.

REQUIRED SIGNATURE:

By: /s/ Timothy R. Parry

(In accordance with Section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Timothy R. Parry, Senior Vice President of Hospital Management Associates, Inc., Manager

Exhibit 3.425

AMENDED AND RESTATED

OPERATING AGREEMENT

OF

SEBRING HOSPITAL MANAGEMENT ASSOCIATES, LLC

January 27, 2014

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AMENDED AND RESTATED OPERATING AGREEMENT
OF
SEBRING HOSPITAL MANAGEMENT ASSOCIATES, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Florida HMA Holdings, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of Chapter 605, Florida Statutes, the Florida Revised Limited Liability Company Act ("Act"), and all amendments thereto

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Sebring Hospital Management Associates, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Florida is located at 1201 Hays Street, Tallahassee, Florida 32301. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Articles of Organization with the Florida Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc., an affiliated company, on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF MANAGERS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Managers ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual managers, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three managers, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, managers shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of managers shall not shorten an incumbent manager's term. Each manager shall hold office until such manager resigns or is removed. Despite the expiration of a manager's term, such manager shall continue to serve until the manager's successor is elected and qualifies, until there is a decrease in the number of managers or the manager is removed.

10.3 Resignation of Managers. A manager may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Managers by Member. A manager shall be removed by the Member only at a meeting called for the purpose of removing such manager and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the manager. The Member may remove one or more managers with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of managers, the Board shall fill the vacancy, and if the managers remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the managers remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new manager may not take office until the vacancy occurs.

10.6 Compensation of Managers. Managers on the Board shall not be entitled to receive a fee for the manager's services as a manager on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Florida. The Board may permit any or all managers to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all managers participating may simultaneously hear each other during the meeting. A manager participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the managers having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all managers entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of managers fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of managers present shall constitute an act of the Board. A manager who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the manager objects at the beginning of the meeting, or promptly upon the manager's arrival, to holding the meeting or transacting business at the meeting or (ii) the manager's dissent or abstention from the action taken is entered in the minutes of the meeting or the manager delivers written notice of the manager's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a manager who votes in favor of the action taken.

10.12 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Florida limited liability company and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and

deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF MANAGERS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The managers and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such manager's or officer's status as a manager or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Florida limited liability company of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a manager or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such manager or officer acting under this Agreement shall not be liable to the Company, the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a manager or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such manager or officer; provided, however, that the foregoing shall not be interpreted or

construed so as to eliminate or restrict any fiduciary duty, including, but not limited to, the duties of loyalty, care, good faith and fair dealing, in such a manner as to be contrary to the provisions of Section 605.0105 of the Act.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each manager or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a manager or officer of the Company, or is or was serving at the request of the Company as a manager, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that (i) the manager or officer has met the standard of conduct described in Section 12.1, and (ii) indemnification under this paragraph does not violate the provisions of Section 605.0105 A manager or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the manager or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a manager or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The manager or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The manager or officer furnishes the Company a written undertaking, executed personally or on the manager's or officer's behalf, to repay the advance if it is ultimately determined that the manager or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the manager or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested

managers or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a manager or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a manager or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The managers and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, managers, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a manager, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a manager or such manager's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Dissociation of Member. Upon the occurrence of any of the events set forth in Section 605.0602 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Sebring Hospital Management Associates, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and articles of dissolution are filed with the office of the Secretary of State of the State of Florida pursuant to Section 605.0707 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

FLORIDA HMA HOLDINGS, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Florida HMA Holdings, LLC, a Delaware limited liability company 4000 Meridian Blvd. Franklin, Tennessee 37067	$100.00	100

Exhibit 3.426

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:13 PM 12/04/2013
FILED 02:17 PM 12/04/2013
SRV 131376511 - 5442741 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

First: The name of the limited liability company is Sharon Pennsylvania Holdings, LLC

Second: The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington. Zip code 19808. The name of its Registered agent at such address is Corporation Service Company

Third: (Use this paragraph only if the company is to have a specific effective date of dissolution: "The latest date on which the limited liability company is to dissolve is _____.")

Fourth: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation this 4 day of December, 2013.

By: /s/ Robin Keck
Authorized Person (s)

Name: Robin Keck

Exhibit 3.427

LIMITED LIABILITY COMPANY AGREEMENT

OF

SHARON PENNSYLVANIA HOLDINGS, LLC

December 4, 2013

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LIMITED LIABILITY COMPANY AGREEMENT
OF
SHARON PENNSYLVANIA HOLDINGS, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 4th day of December, 2013, by Community Health Investment Company, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Sharon Pennsylvania Holdings, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(l)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or

omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Sharon Pennsylvania Holdings, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.l(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.l(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

COMMUNITY HEALTH INVESTMENT COMPANY, LLC

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Executive Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Community Health Investment Company, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$100.00	100

Exhibit 3.428

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:13 PM 12/04/2013
FILED 02:30 PM 12/04/2013
SRV 131376610 - 5442756 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

First: The name of the limited liability company is Sharon Pennsylvania Hospital Company, LLC

Second: The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington. Zip code 19808. The name of its Registered agent at such address is Corporation Service Company

Third: (Use this paragraph only if the company is to have a specific effective date of dissolution: "The latest date on which the limited liability company is to dissolve is _____.")

Fourth: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation this 4 day of December, 2013.

By: /s/ Robin Keck
Authorized Person (s)

Name: Robin Keck

Exhibit 3.429

LIMITED LIABILITY COMPANY AGREEMENT

OF

SHARON PENNSYLVANIA HOSPITAL COMPANY, LLC

December 4, 2013

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LIMITED LIABILITY COMPANY AGREEMENT
OF
SHARON PENNSYLVANIA HOSPITAL COMPANY, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 4th day of December, 2013, by Sharon Pennsylvania Holdings, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Sharon Pennsylvania Hospital Company, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CBS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(l)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or

omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Sharon Pennsylvania Hospital Company, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.l(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

SHARON PENNSYLVANIA HOLDINGS, LLC

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Executive Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Sharon Pennsylvania Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.436

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:04 PM 12/16/2008
FILED 06:31 PM 12/16/2008
081202436 - 4634565 FILE

CERTIFICATE OF FORMATION

OF

SOUTHEAST HMA HOLDINGS, LLC

1. The name of the limited liability company is Southeast HMA Holdings, LLC.

2. The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation of Southeast HMA Holdings, LLC this 15th day of December, 2008.

/s/ Timothy R. Parry
Timothy R. Parry, Organizer
Health Management Associates, Inc.
5811 Pelican Bay Boulevard, Suite 500
Naples, Florida 34108

Exhibit 3.437

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

SOUTHEAST HMA HOLDINGS, LLC

January 27, 2014

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AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
OF
SOUTHEAST HMA HOLDINGS, LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by and between Health Management Associates, LP, a Delaware limited partnership, and HMA Hospitals Holdings, LP, a Delaware limited partnership (collectively referred to as "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Southeast HMA Holdings, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or

omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in «Entity Name», LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

HEALTH MANAGEMENT ASSOCIATES, LP

By: Health Management General Partner, LLC
Its: General Partner

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

HMA HOSPITALS HOLDINGS, LP

By: Health Management General Partner, LLC
Its: General Partner

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

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Health Management Associates, LP 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 99.00	99
HMA Hospitals Holdings, LP 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 1.00	1

Exhibit 3.440

State of Delaware
Secretary of State
Division or Corporations
Delivered 06:55 PM 12/16/2008
FILED 06:26 PM 12/16/2008
SRV 081202417 - 4634561 FILE

CERTIFICATE OF FORMATION

OF

SOUTHWEST FLORIDA HMA HOLDINGS, LLC

1. The name of the limited liability company is Southwest Florida HMA Holdings, LLC.

2. The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation of Southwest Florida HMA Holdings, LLC this 15th day of December, 2008.

/s/ Timothy R. Parry
Timothy R. Parry, Organizer
Health Management Associates, Inc.
5811 Pelican Bay Boulevard, Suite 500
Naples, Florida 34108

Exhibit 3.441

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

SOUTHWEST FLORIDA HMA HOLDINGS, LLC

January 27, 2014

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AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
OF
SOUTHWEST FLORIDA HMA HOLDINGS, LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by and between Health Management Associates, LP, a Delaware limited partnership, and HMA Hospitals Holdings, LP, a Delaware limited partnership (collectively referred to as "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Southwest Florida HMA Holdings, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 ***General Powers***. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or

omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in «Entity Name», LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

HEALTH MANAGEMENT ASSOCIATES, LP

By: Health Management General Partner, LLC
Its: General Partner

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

HMA HOSPITALS HOLDINGS, LP

By: Health Management General Partner, LLC
Its: General Partner

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

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Health Management Associates, LP 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 99.00	99
HMA Hospitals Holdings, LP 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 1.00	1

C200808000880

SOSID: 0557481
Date Filed: 3/20/2008 4:13:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C200808000880

State of North Carolina
Department of the Secretary of State

ARTICLES OF ORGANIZATION
INCLUDING ARTICLES OF CONVERSION

Pursuant to §§ 57C-2-21, 57C-9A-0l and 57C-9A-03 of the General Statutes of North Carolina, the undersigned converting business entity does hereby submit these Articles of Organization Including Articles of Conversion for the purpose of forming a limited liability company.

1. The name of the limited liability company is **Statesville HMA, LLC** and is being formed pursuant to a conversion of a domestic corporation. The organization and internal affairs of Statesville HMA, LLC are to be governed by the laws of the State of North Carolina.

2. The name of the converting business entity is: **Statesville HMA, Inc.** and the organization and internal affairs of the converting business entity are governed by the laws of the State of North Carolina. A Plan of Conversion has been approved by the converting business entity as required by law.

3. The converting business entity is a domestic corporation formed under the laws of North Carolina.

4. The name and mailing address of the organizer is:

   Timothy R. Parry
   5811 Pelican Bay Blvd., Suite 500
   Naples, FL 34108

5. The street and mailing address, and county, of the initial registered office of the limited liability company is:

   225 Hillsborough Street
   Raleigh, North Carolina 27603
   Wake County

6. The name of the initial registered agent is: CT Corporation System.

7. The principal office and mailing address of the limited liability company is:

   5811 Pelican Bay Blvd., Suite 500
   Naples, FL 34108
   Collier County

8. All members by virtue of their status as members shall be managers of this limited liability company

9. These articles will be effective upon filing by the North Carolina Secretary of State.

This is the 20 day of March, 2008.

Statesville HMA, Inc.

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

/s/ Timothy R. Parry
Timothy R. Parry, Organizer

SOSID: 0557481
Date Filed: 10/23/2009 5:14:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C200929400358

STATE OF NORTH CAROLINA
DEPARTMENT OF THE SECRETARY OF STATE

LIMITED LIABILITY COMPANY
AMENDMENT OF ARTICLES OF ORGANIZATION

Pursuant to Section 57C-2-22 of the General Statutes of North Carolina, the undersigned limited liability company hereby submits the following Articles of Amendment for the purpose of amending its Articles of Organization:

1. The name of the limited liability company is Statesville HMA, LLC.

2. The text of the amendment adopted is as follows:

   Article 8 of the Articles of Organization is hereby deleted and replaced in its entirety by:

   8. Except as provided in Section 57C-3-20(a) of the General Statutes of North Carolina, the members shall not be managers by virtue of their status as members.

3. The amendment was duly adopted by the unanimous vote of the members of the limited liability company.

4. These Articles will be effective upon filing.

[Signature page to follow]

Dated this 1st day of October, 2009

Statesville HMA, LLC
By: Carolinas JV Holdings, L.P., sole member
By: Carolinas JV Holdings General, LLC, general partner

By: /s/ Timothy R. Parry
Name: Timothy R. Parry
Title: Senior Vice President
authorized to sign in accordance with NCGS 57C-3-24

Exhibit 3.447

SECOND AMENDED AND RESTATED OPERATING AGREEMENT

OF

STATESVILLE HMA, LLC

January 27, 2014

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SECOND AMENDED AND RESTATED OPERATING AGREEMENT
OF
STATESVILLE HMA, LLC

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Carolinas JV Holdings, L.P., a Delaware limited partnership (the "Member").

1. FORMATION.

1.1 Formation. The Member has formed a limited liability company (the "Company") pursuant to the provisions of the North Carolina Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Statesville HMA, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of North Carolina is located at 327 Hillsborough Street, Raleigh, North Carolina 27603, Wake County. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of Articles of Organization with the North Carolina Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board"). Each director shall have all of the powers, rights, duties, and responsibilities of a "manager" under the Act.

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Member from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash, and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Member shall fill the vacancy. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of North Carolina. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.12 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a North Carolina corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be

created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a North Carolina corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a North Carolina corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant ***Treasurers and Assistant Secretaries.***

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an ordinary prudent person in a like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company. To the extent that, at law or in equity, a director or officer of the Company has duties

(including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2 Indemnification**.**

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Section 57D-3-02 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Statesville HMA, LLC, and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and articles of dissolution of the articles of organization of the Company are filed with the office of the Secretary of State of the State of North Carolina pursuant to Section 57D-6-09 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment**.**

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

CAROLINAS JV HOLDINGS, L.P.

By: Carolinas JV Holdings General, LLC
Its: General Partner

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Executive Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Carolinas JV Holdings, L.P. 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.448

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:22 PM 12/28/2012
FILED 01:17 PM 12/28/2012
SRV 121401577 - 5267250 FILE

STATE OF DELAWARE
CERTIFICATE OF LIMITED PARTNERSHIP
OF
TENNESSEE HMA HOLDINGS, LP

The Undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter I7, does hereby certify as follows:

l. The name of the Limited Partnership is Tennessee HMA Holdings, LP

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street in the city of Wilmington, Delaware 19801, New Castle County. The name of the Registered Agent at such address is The Corporation Trust Company.

3. The name and business address of the sole general partner is:

Health Management General Partner I, LLC
5811 Pelican Bay Boulevard, Suite 500
Naples, Florida 34108-2710

4. The effective date of the formation of the Limited liability company is December 31, 2012 at 11:54 PM.

(*signature pages follows*)

S7 12

IN WITNESS WHEREOF, the undersigned has signed this Certificate of Limited Partnership as of December 28, 2012 and hereby affirms the truth of the statements contained herein under the penalties of perjury.

Health Management General Partner I, LLC,
General Partner

By: /s/ Kathleen K. Holloway
Name: Kathleen K. Holloway
Title: Assistant Secretary

Exhibit 3.449

LIMITED PARTNERSHIP AGREEMENT

OF

TENNESSEE HMA HOLDINGS, LP

THIS LIMITED PARTNERSHIP AGREEMENT (this "Agreement") is made as of the 31st day of December, 2012, by and between **HEALTH MANAGEMENT GENERAL PARTNER I, LLC,** a Delaware limited liability company (referred to as "General Partner"), and **HOSPITAL MANAGEMENT SERVICES OF FLORIDA, INC.**, a Florida corporation (referred to as "Limited Partner"). General Partner and Limited Partner are herein collectively referred to as "Partners" and are Partners in the partnership known as Tennessee HMA Holdings, LP (the "Partnership"), which was formed on December 31, 2012 at 11:54 PM when the General Partner caused a certificate of limited partnership (the "Certificate") to be filed in the office of the Secretary of State of Delaware in accordance with the provisions of the Delaware Revised Uniform Limited Partnership Act (the "Act").

WHEREAS, upon formation of the Partnership, General Partner and Limited Partner made the initial capital contributions and received the partnership interest and the number of partnership units set forth in Paragraph 5.01 of this Agreement; and

WHEREAS, the Partners desire to enter into this Agreement to govern the affairs of the Partnership and its business under the Act.

NOW, THEREFORE, it is mutually agreed as follows:

SECTION 1.
Name

1.01 **Partnership Name**. The Partnership's name is Tennessee HMA Holdings, LP.

SECTION 2.
Place of Business and Registered Agent

2.01 **Place of Business**. The Partnership's principal place of business is located at the following address: 5811 Pelican Bay Blvd., Suite 500, Naples, FL 34108. The General Partner may from time to time change the Partnership's principal place of business to another location or add additional places of business.

2.02 **Registered Agent**. The registered agent for the Partnership shall be the Partnership's registered agent for service of process against the Partnership as stated in the Certificate of Limited Partnership: The Corporation Trust Company, with an address of 1209 Orange Street, Wilmington, DE 19801.

SECTION 3.
Business

3.01 **Purpose**. The Partnership's purpose is to engage in any lawful business permitted under the Act. The Partnership shall have the power to do any and all acts necessary, appropriate, proper, advisable, incidental or convenient to or in furtherance of the purpose of the Partnership and shall have without limitation, any and all powers that may be exercised on behalf of the Partnership by the General Partner pursuant to this Agreement or the Act.

SECTION 4.
Term of Partnership

4.01 **Initial Term**. The Partnership began on the date of filing of the Certificate of Limited Partnership and shall continue until the winding up and liquidation of the Partnership and its business is completed, as provided in this Agreement, unless terminated sooner pursuant to this Agreement.

SECTION 5.
Capital and Capital Accounts

5.01 **Capital Contributions**. Each of the Partners has contributed to the capital of the Partnership, in cash, the amount set forth opposite its name and therefore possess the partnership interest and number of partnership units indicated:

Name	Capital Contribution	Partnership Interest	Partnership Units
Health Management General Partner I, LLC	$ 1.00	1%	1
Hospital Management Services of Florida, Inc.	$ 99.00	99%	99

5.02 **Each Partner's Share**. A Capital Account shall be maintained for each Partner and shall be credited with the amount of its capital contribution to the Partnership. Each capital account shall be established and maintained in compliance with Section 704 of the Internal Revenue Code of 1986 (the "Code") and all applicable temporary and final tax regulations under the Code ("Treasury Regulations"), and any amendments thereof. No interest shall be paid on partnership capital.

5.03 **Additions**. No Limited Partner shall be required to make any additional capital contribution to the Partnership in excess of the amount described in Paragraph 5.01 above. The General Partner shall make such additional capital contributions as it deems necessary in its discretion to carry on the business of the Partnership.

5.04 **Adjustments**. Each Partner's capital account shall be adjusted whenever necessary to reflect: (1) its distributive share of Partnership profits and losses, including capital gains and losses, (ii) contributions made to the Partnership by the Partner, and (iii) distributions made by the Partnership to the Partner. A Partner's loans to the Partnership shall not be added to its capital account.

5.05 **Withdrawal of Capital**. No General or Limited Partner may withdraw any or all of its capital contribution without the prior written consent of the General Partner.

5.06 **Partnership Units**. The number of partnership units set forth in Section 5.01 above represent each Partner's partnership interest in the Partnership. Each Partner's partnership units may, but need not, be evidenced by unit certificates in such form as the General Partner may from time to time prescribe. If unit certificates are issued, the number of partnership units held by a Partner shall be designated on that Partner's unit certificate. Unit certificates, if any, shall be signed by the General Partner or an officer of the General Partner and registered in such manner, if any, as the General Partner may prescribe.

SECTION 6.
Profits and Losses; Tax

6.01 **Profits and Losses**. Except as otherwise provided herein, the Partnership's net profits and losses, and every item of income, deduction, gain, loss, and credit therein, shall be allocated between and borne by the Partners in the following percentages:

Name	Percent
Health Management General Partner I, LLC	1%
Hospital Management Services of Florida, Inc.	99%

Notwithstanding any other provision of this Paragraph, income, deduction, gain, loss, and credit with respect to property contributed to the Partnership by a Partner shall be shared among the Partners so as to take account of any variation between the basis of the property so contributed and its fair market value at the time of contribution, in accordance with the Code and any applicable Treasury Regulations. No Limited Partner will be liable for any debts, liabilities or other obligations of the Partnership in excess of the amount of its capital contribution.

6.02 **Allocation to General Partner**. Notwithstanding any provision of this Agreement to the contrary, at all times during the existence of the Partnership, the interest of the General Partner in each item of income, deduction, gain, loss, or credit will be equal to at least 1% of each such item.

6.03 **Distributions of Profits**. The Partnership shall distribute profits at such times and in such amounts as determined by the General Partner, after setting aside such amounts as may be deemed necessary to create adequate reserves for future capital needs. All distributions to the Partners shall be made in proportions in which net profits and losses are allocated under Paragraph 6.01 above.

6.04 **Assignment of Dissolution**. In the event of an assignment of a partnership interest or of the dissolution or termination of any Partner, profits and losses shall be allocated on the basis of the number of days in the particular year during which each Partner owned its partnership interest, or on any other reasonable basis consistent with applicable United States tax laws and regulations.

6.05 **Taxes**. The Partnership shall be taxed as a corporation and the Partnership will make such filings as are necessary and consistent with such election.

SECTION 7.
Management and Operations

7.01 **Limited Partners**. The Limited Partners shall take no part in and have no vote respecting the management and operations of the Partnership.

7.02 **General Partner**. The General Partner has the full and exclusive power on the Partnership's behalf, in its name, to manage, control, administer and operate its business and affairs and to do or cause to be done anything the General Partner deem necessary or appropriate for the Partnership's business.

7.03 **Compensation**. The General Partner shall not be entitled to any compensation for management of the Partnership's business.

7.04 **Expenses**. All reasonable expenses incurred by the General Partner in managing and conducting the Partnership's business, including, but not limited to overhead, administrative and travel expenses, and professional, technical, administrative, and other services, will be reimbursed by the Partnership.

SECTION 8.
Books and Records

8.01 **General**. The Partnership shall maintain adequate accounting books and records. The books and records will be kept on a basis consistent with past practices, and shall reflect all Partnership transactions and be appropriate and adequate for all Partnership business. The Partnership books shall be kept based on a fiscal year commencing on January 1 and ending December 31. The Partnership's records shall be maintained at the Partnership's principal place of business.

SECTION 9.
Banking

9.01 **Partnership Bank Accounts**. All Partnership funds will be deposited in its name in such accounts as the General Partner designates. All withdrawals shall be made upon checks signed by a party authorized by the General Partner.

SECTION 10.
Amendments and Modifications

10.01 **Amendments and Modifications**. This Agreement may be amended or modified only upon the unanimous consent of all of the Partners.

SECTION 11.
Dissolution

11.01 **Causes for Dissolution**. The Partnership shall be dissolved upon any of the following events:

A. The General Partner's withdrawal or adjudication of bankruptcy, or the occurrence of any other event causing dissolution of a Limited Partnership under the Act. However, if, within six (6) months from such General Partner's withdrawal, dissolution, or adjudication of bankruptcy, the other Partners elect to continue the Partnership, then the Partnership will continue under this Agreement.

B. Whenever the General Partner determines it to be in the best interest of the Partnership that it be dissolved.

11.02 **Upon Dissolution**. Upon its dissolution, the Partnership will terminate and immediately commence to wind up its affairs. The Partners shall continue to share in profits and losses during liquidation in the same manner and proportions as they did before dissolution. The partnership's assets may be sold, if a price deemed reasonable by the General Partner may be obtained. The proceeds from liquidation of Partnership assets shall be applied as follows:

A. First, to the Partnership's debts and liabilities to persons other than Partners, which shall be paid and discharged in the order of priority as provided by law;

B. Second, to debts and liabilities, including the balance of unpaid guaranteed payments, if any, to Partners, which shall be paid and discharged in the order of priority as provided by law; and

C. Third, the remaining assets shall be distributed proportionately first, to the Limited Partner, second, to the General Partner, in the proportion in which net profits and net losses are allocated under Paragraph 6.01 above.

11.03 **Winding Up**. The winding up of Partnership affairs and the liquidation and distribution of its assets shall be conducted by the General Partner, who is hereby authorized to do any and all acts and things authorized by law in order to effect such liquidation and distribution of the Partnership's assets.

SECTION 12.
Miscellaneous

12.01 **Non-Waiver**. Any party's failure to seek redress for violation of or to insist upon the strict performance of any provision of this Agreement shall not be deemed a waiver and will not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

12.02 **Severability**. Every provision of this Agreement is intended to be severable. If any term or provision hereof is invalid for any reason whatsoever, its invalidity will not affect the validity of the remainder of the Agreement.

12.03 **Good Faith**. The doing of any act or the failure to do any act by a Partner or the Partnership, the effect of which causes any loss or damage to the Partnership, will not subject such Partner or the Partnership to any liability, if done in good faith to promote the Partnership's best interests.

12.04 **Governing Law**. This Agreement is to be construed according to the laws of the State of Delaware.

12.05 **Other Business Activities**. Every Partner may also engage in whatever business activities he, she or it chooses without having or incurring any obligation to offer any interest in such activities to any party hereof.

12.06 **Counterparts**. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

12.07 **Waiver of Partition**. Each of the parties waives during the term of the Partnership any right that it may have to maintain any action for partition with respect to the Partnership's property or assets.

12.08 **Binding Terms**. The terms of this Agreement are binding upon and inure to the benefit of the parties and, to the extent permitted by this Agreement, the administrators, legal representatives, successors and assigns of such party.

12.09 **Personal Property**. The interests of each Partner in the Partnership are personal property.

12.10 **Gender and Number**. Unless the context requires otherwise, the use of a pronoun includes the masculine and the neuter, and vice versa, and the use of the singular includes the plural, and vice versa.

(signature page follows)

IN WITNESS WHEREOF, the undersigned have executed this Limited Partnership Agreement, effective as of the date written above.

GENERAL PARTNER:

HEALTH MANAGEMENT GENERAL PARTNER I, LLC

By: /s/ Kathleen K. Holloway
Name: Kathleen K. Holloway
Title: Secretary

LIMITED PARTNER:

HOSPITAL MANAGEMENT SERVICES OF FLORIDA, Inc.

By: /s/ Kathleen K. Holloway
Name: Kathleen K. Holloway
Title: Assistant Secretary

Exhibit 3.458

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:43 AM 07/25/2007
FILED 08:43 AM 07/25/2007
SRV 070849686 – 3035153 FILE

CERTIFICATE
OF
RESTATED
CERTIFICATE OF INCORPORATION
OF
TRIAD HEALTHCARE CORPORATION

The undersigned, being an authorized officer of Triad Healthcare Corporation, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify as follows:

FIRST: The name of the Corporation is Triad Healthcare Corporation.

SECOND: The original Certificate of Incorporation of the Corporation was filed with the Secretary of State of Delaware on April 27, 1999.

THIRD: The original name of the Corporation was Triad Hospitals, Inc.

FOURTH: The Board of Directors of the Corporation, pursuant to Sections 141 and 245 of the General Corporation Law of the State of Delaware, adopted resolutions authorizing the Corporation to restate and integrate, but not further amend, the Corporation's Certificate of Incorporation in its entirety to read as set forth in Exhibit A attached hereto and made a part hereof (the "Restated Certificate").

IN WITNESS WHEREOF, the undersigned, for the purpose of restating the Certificate of Incorporation of the Corporation pursuant to the General Corporation Law of the State of Delaware, under penalties of perjury does hereby declare and certify that this is the act and deed of the Corporation and the facts stated herein are true, and accordingly has hereunto signed this Restated Certificate of Incorporation this 25th day of July, 2007.

TRIAD HEALTHCARE CORPORATION

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Senior Vice President and Secretary

EXHIBIT A

RESTATED CERTIFICATE OF INCORPORATION

OF

TRIAD HEALTHCARE CORPORATION

ARTICLE I

The name of the corporation is Triad Healthcare Corporation (hereinafter called the "Corporation").

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is 160 Greentree Drive, Suite 101, Dover, Delaware 19904, in the City of Dover, County of Kent. The name of its registered agent at such address is National Registered Agents, Inc.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE IV

The total number of shares which the Corporation shall have the authority to issue is one thousand (1,000) shares, all of which shall be shares of Common Stock, with a par value of $0.01 (one cent) per share.

ARTICLE V

The directors shall have the power to adopt, amend or repeal Bylaws, except as may be otherwise be provided in the Bylaws.

ARTICLE VI

The Corporation expressly elects not to be governed by Section 203 of the General Corporation Law of the State of Delaware.

ARTICLE VII

Section 1. Nature of Indemnity. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he (or a person of whom he is the legal representative), is or was a director or officer of the

Corporation or is or was serving at the request of the Corporation as a director, officer, employee, fiduciary, or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee, fiduciary or agent or in any other capacity while serving as a director, officer, employee, fiduciary or agent, shall be indemnified and held harmless by the Corporation to the fullest extent which it is empowered to do so by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against all expense, liability and loss (including attorneys' fees actually and reasonably incurred by such person in connection with such proceeding and such indemnification shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 2 of this Article VII, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding initiated by such person only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article VII shall be a contract right and, subject to Sections 2 and 5 of this Article VII, shall include the right to payment by the Corporation of the expenses incurred in defending any such proceeding in advance of its final disposition. The Corporation may, by action of the Board of Directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

Section 2. Procedure for Indemnification of Directors and Officers. Any indemnification of a director or officer of the Corporation under Section 1 of this Article VII or advance of expenses under Section 5 of this Article VII shall be made promptly, and in any event within 30 days, upon the written request of the director or officer. If a determination by the Corporation that the director or officer is entitled to indemnification pursuant to this Article VII is required, and the Corporation fails to respond within sixty days to a written request for indemnity, the Corporation shall be deemed to have approved the request. If the Corporation denies a written request for indemnification or advancing of expenses, in whole or in part, or if payment in full pursuant to such request is not made within 30 days, the right to indemnification or advances as granted by this Article VII shall be enforceable by the director or officer in any court of competent jurisdiction. Such person's costs and expenses incurred in connection with successfully establishing his right to indemnification, in whole or in part, in any such action shall also be indemnified by the Corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the General Corporation Law of the State of Delaware for the Corporation to indemnify the claimant for the amount claimed, but the burden of such defense shall be on the Corporation. Neither the failure of the Corporation (including the Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 3. Nonexclusively of Article VII. The rights to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the certificate of incorporation, by-law, agreement, vote of stockholders or disinterested directors or otherwise.

Section 4. Insurance. The Corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a director, officer, employee, fiduciary, or agent of the Corporation or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, whether or not the Corporation would have the power to indemnify such person against such liability under this Article VII.

Section 5. Expenses. Expenses incurred by any person described in Section 1 of this Article VII in defending a proceeding shall be paid by the Corporation in advance of such proceeding's final disposition unless otherwise determined by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.

Section 6. Employees and Agents. Persons who are not covered by the foregoing provisions of this Article VII and who are or were employees or agents of the Corporation, or who are or were serving at the request of the Corporation as employees or agents of another corporation, partnership, joint venture, trust or other enterprise, may be indemnified to the extent authorized at any time or from time to time by the Board of Directors.

Section 7. Contract Rights. The provisions of this Article VII shall be deemed to be a contract right between the Corporation and each director or officer who serves in any such capacity at any time while this Article VII and the relevant provisions of the General Corporation Law of the State of Delaware or other applicable law are in effect, and any repeal or modification of this Article VII or any such law shall not affect any rights or obligations then existing with respect to any state of facts or proceeding then existing.

Section 8. Merger or Consolidation. For purposes of this Article VII, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this Article VII with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

ARTICLE VIII

The Corporation reserves the right to amend or repeal any provisions contained in this Certificate of Incorporation from time to time and at any time in the manner now or hereafter prescribed by the laws of the State of Delaware, and all rights conferred upon stockholders and directors are granted subject to such reservation.

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:40 AM 09/28/2007
FILED 09:30 AM 09/28/2007
SRV 071063383 – 3035153 FILE

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE

AND OF REGISTERED AGENT

OF

TRIAD HEALTHCARE CORPORATION

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is:

TRIAD HEALTHCARE CORPORATION

2. The registered office of the corporation within the State of Delaware is hereby changed to 2711 Centerville Road, Suite 400, City of Wilmington 19808, County of New Castle.

3. The registered agent of the corporation within the State of Delaware is hereby changed to Corporation Service Company, the business office of which is identical with the registered office of the corporation as hereby changed.

4. The corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on September 11, 2007

/s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Sr. Vice President & Secretary

Exhibit 3.464

CERTIFICATE OF INCORPORATION

OF

QUORUM, INC.

FIRST: The name of the Corporation is QUORUM, INC.

SECOND: The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at that address is The Corporation Trust Company.

THIRD: The nature of the business or purposes to be conducted or promoted is:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is one thousand (1,000) and the par value of each of such shares is One Dollar ($1.00) amounting in the aggregate to One Thousand Dollars ($1,000).

FIFTH: The name and mailing address of the incorporator are as follows:

Gayle Jenkins
HMC Holdings Corp.
P.O. Box 24347
Nashville, Tennessee 37202-4347

SIXTH: The corporation is to have perpetual existence.

SEVENTH: In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to make, alter or repeal the by-laws of the corporation.

EIGHTH: A director of the corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as director; provided, however, that the foregoing shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit.

NINTH: Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

I, THE UNDERSIGNED, for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 3rd day of April, 1990.

/s/ Gayle Jenkins
Gayle Jenkins
Incorporator

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is

QUORUM, INC.

2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, City of Dover 19901, County of Kent.

3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.

4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on Jan 27, 2000.

QUORUM, INC.

/s/ Gayle Jenkins
ASSISTANT SECRETARY

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 02/08/2000
001068667 – 2226797

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 06/12/2001
010283742 – 2226797

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is

QUORUM, INC.

2. The registered office of the corporation within the State of Delaware is hereby changed to 2711 Centerville Road, Suite 400, City of Wilmington 19808, County of New Castle.

3. The registered agent of the corporation within the State of Delaware is hereby changed to Corporation Service Company, the business office of which is identical with the registered office of the corporation as hereby changed.

4. The corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

/s/ Michael L. Silhol
MICHAEL L. SILHOL, Asst. Secretary & Vice President

DE BC D-:COA CERTIFICATE OF CHANGE 09/00 (#163)

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 12/21/2001
010665338 – 2226797

CERTIFICATE OF MERGER
OF
QHG OF BATON ROUGE, INC.
WITH AND INTO
QUORUM, INC.

Pursuant to Section 253 of the General Corporation Law of the State of Delaware, the undersigned authorized officer of Quorum, Inc., a Delaware corporation ("Parent"), hereby certifies as follows:

1) Parent owns one hundred percent (100%) of the outstanding shares of each class of the stock of QHG of Baton Rouge, Inc., a Louisiana corporation ("Subsidiary").

2) The laws of the State of Louisiana, under which Subsidiary was formed, permit a corporation of such jurisdiction to merge with a corporation of another jurisdiction.

3) Parent hereby merges Subsidiary with and into Parent.

4) A copy of the resolution of Parent's board of directors to so merge is attached hereto as Exhibit "A", and the date of the adoption thereof is December 20, 2001.

5) This Certificate of Merger shall not be effective upon filing, but instead shall be effective on and as of December 30, 2001.

IN WITNESS WHEREOF, the undersigned authorized officer of Parent has executed this Certificate of Merger.

PARENT:

QUORUM, INC.,
a Delaware corporation

By: /s/ Donald P. Fay
Name: Donald P. Fay
Title: Secretary

Exhibit “A”

Resolutions of Parent’s Board of Directors

[See attached]

WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
QUORUM, INC.

December 20, 2001

The undersigned, being all of the directors of Quorum, Inc., a Delaware corporation (the "Corporation"), hereby approve, consent to, and adopt the following resolutions by written consent:

WHEREAS, the Corporation owns one hundred percent (100%) of the outstanding shares of each class of QHG of Baton Rouge, Inc., a Louisiana corporation ("Subsidiary");

WHEREAS, the Corporation desires to merge Subsidiary with and into the Corporation (said merger is hereinafter referred to as the "Merger") effective on and as of December 30, 2001; and

WHEREAS, the directors of the Corporation find that the Merger will benefit, and be in the best interest of, the Corporation;

NOW, THEREFORE, BE IT RESOLVED, that Subsidiary shall be merged with and into the Corporation effective on and as of December 30, 2001;

FURTHER RESOLVED, that each of the officers of the Corporation be, and each hereby is, authorized and directed on behalf of the Corporation, at any time and from time to time hereafter without further action by or authority or direction from the board of directors, to execute and deliver or cause to be executed and delivered all documents, and to perform or cause to be performed all acts, as any such officer may determine to be appropriate and in the best interest of the Corporation in connection with the Merger, the execution and delivery of any such document or the performance of any such act to be conclusive against the Corporation that such officer deemed such execution and delivery or performance to be appropriate and in the best interest of the Corporation; and

FURTHER RESOLVED, that all acts undertaken prior to the adoption of this Written Consent by any officer or authorized representative of the Corporation on behalf of the Corporation and in connection with the Merger are hereby ratified, confirmed, and adopted as the acts of the Corporation.

The foregoing resolutions shall be valid and effective as though duly adopted at a meeting of the board of directors of the Corporation duly called and legally held and at which all of the directors of the Corporation were present and voted.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned, being all of the directors of the Corporation, have executed this Written Consent as of the date first written above.

/s/ Donald P. Fay
Donald P. Fay, Director

/s/ W. Stephen Love
W. Stephen Love, Director

/s/ Burke Whitman
Burke Whitman, Director

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:30 PM 12/27/2002
020802900 – 2226797

CERTIFICATE OF CONVERSION

FROM A CORPORATION TO A

LIMITED LIABILITY COMPANY

Pursuant to Section 266 of the Delaware General Corporation Law
and Section 18-214 of the Delaware Limited Liability Company Act

1. The name of the corporation to be converted hereby at the time of its incorporation and immediately prior to the filing of this Certificate of Conversion is Quorum, Inc. (the "Corporation").

2. The jurisdiction in which the Corporation was first incorporated and its jurisdiction immediately prior to conversion is the State of Delaware.

3. The original certificate of incorporation of the Corporation was filed with the Secretary of State on April 3, 1990.

4. The name of the limited liability company into which the Corporation shall be converted, as set forth in its Certificate of Formation, is Triad Holdings V, LLC.

5. The conversion shall be effective as of 12:04 a.m. (Eastern Standard Time) on January 1, 2003.

6. The conversion has been approved in accordance with the provisions of Section 266 of the Delaware General Corporation Law.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of December 23, 2002.

QUORUM, INC.

By: /s/ Donald P. Fay
Name: Donald P. Fay
Title: Executive Vice President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:30 PM 12/27/2002
020802900 – 2226797

CERTIFICATE OF FORMATION
OF
TRIAD HOLDINGS V, LLC

Under Section 18-201 of the
Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is Triad Holdings V, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

THIRD: The name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

FOURTH: This Certificate of Formation shall be effective at 12:04 a.m. (Eastern Standard Time) on January 1, 2003.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of December 23, 2002.

By: /s/ Donald P. Fay
Name: Donald P. Fay
Title: Executive Vice President

Exhibit 3.480

Arkansas Secretary of State – Document No.: 10491630003 – Date Filed: 03-13-2009 11:12 AM Total Pages: 1

Arkansas Secretary of State

State Capitol • Little Rock, Arkansas 72201-1094

Charlie Daniels **501-682-3409 • www.sos.arkansas.gov**

Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

Instructions: File with the Secretary of State's Business and Commercial Services division, State Capitol, Little Rock, Arkansas 72201-1094. A copy will be returned after filing has been completed.

PLEASE TYPE OR CLEARLY PRINT IN INK

ARTICLES OF ORGANIZATION

The undersigned authorized manager or member or person forming this Limited Liability Company under the Small Business Entity Tax Pass Through Act, Act 1003 of 1993, adopts the following Articles of Organization of such Limited Liability Company:

First: The Name of the Limited Liability Company is:

Van Buren H.M.A., LLC

Must contain the words "Limited Liability Company," "Limited Company," or the abbreviation "L.L.C.," "L.C.," "LLC," or "LC." The word "Limited'' may be abbreviated as "Ltd.," and the word "Company" may be abbreviated as "Co." Companies which perform Professional Service MUST additionally contain the words "Professional Limited Liability Company," "Professional Limited Company," or the abbreviations "P.L.L.C.," "P.L.C.," "PLLC," or "PLC" and may not contain the name of a person who is not a member except that of a deceased member. The word "Limited" may be abbreviated as "Ltd." and the word "Company" may be abbreviated as "Co."

Second: Address of principal place of business of the Limited Liability Company (which may be, but need not be, the place of business) shall be:

5811 Pelican Bay Blvd., Suite 500, Naples, FL 34108

Third: The name of the registered agent and the physical registered office address of said agent shall be:
The Corporation Company, 124 West Capitol Avenue, Suite 1900, Little Rock, AR 72201

(a) Acknowledgment and acceptance of appointment MUST be signed. I hereby acknowledge and accept the appointment of registered agent for and on behalf of the above named Limited Liability Company.

The Corporation Company
Please sign here

Fourth: If the management of this company is vested in a manager or managers, a statement to that effect must be included in the space provided or by attachment:

The company will be manager managed.

Please type or print clearly in ink the name of the person(s) authorized to execute this document.

Timothy R. Parry

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Signature of authorized manager, member, or person forming this Company: /s/ Timothy R. Parry

Filing Fee $50.00 payable to Arkansas Secretary of State **LL-01 Rev. 4/06**

Exhibit 3.481

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

VAN BUREN H.M.A., LLC

January 27, 2014

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AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT
OF
VAN BUREN H.M.A., LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Mississippi HMA Holdings I, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 ***Formation***. The Member hereby agrees to continue the Company as a limited liability company under and pursuant to the provisions of the Arkansas Small Business Entity Tax Pass Through Act, Ark. Code Ann. § 4-31-101, et seq., as amended from time to time, or any corresponding provisions of succeeding law (the "Act") and to operate the Company upon the terms and conditions set forth in this Agreement. The rights and liabilities of the Members shall be as provided under the Act, the Articles of Organization, and this Operating Agreement.

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Van Buren H.M.A., LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Arkansas is located at 124 West Capital, Suite 1900, Little Rock, Arkansas 72201. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Arkansas Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. Except as expressly provided otherwise by this Agreement for action of the Members or as expressly required by the Act, all powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board"). Each member of the Board shall be and constitute a "manager" as such term is used in the Act, and the Board, collectively, shall operate as a board of managers. In the event the Board consists of more than one director, action of the Board and each member of the Board shall be subject to vote of the Board as provided in Section 10.11 hereof.

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Arkansas. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be

created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of an Arkansas corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and

may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of an Arkansas corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of an Arkansas corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of an Arkansas corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the

advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Van Buren H.M.A., LLC, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company

shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Arkansas pursuant to the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arkansas without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

MISSISSIPPI HMA HOLDINGS I, LLC

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Executive Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Mississippi HMA Holdings I, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.482

FILED
08 NOV 24 AM 9:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Certificate of Conversion
For
"Other Business Entity"
Into
Florida Limited Liability Company

This Certificate of Conversion and attached Articles of Organization are submitted to convert the following **"Other Business Entity" into a Florida limited liability company** in accordance with s.608.439, Florida Statutes.

1. The Name of the "Other Business Entity" immediately prior to the filing of this Certificate of Conversion is:

Venice HMA, Inc.

2. The "Other Business Entity" is a corporation, first incorporated under the laws of the State of Florida on October 20, 2004.

3. The name of the Florida limited liability company as set forth in the attached Articles of Organization:

Venice HMA, LLC

4. This conversion shall be effective on the date this document is filed by the Florida Department of State.

Signed this 20th day of November, 2008.

Signature of Member or Authorized Representative of limited liability company:

Health Management Associates, Inc.
Member

By: /s/ Timothy R. Parry
Printed Name: Timothy R. Parry
Title: Senior Vice President and Secretary

Signature on behalf of Other Business Entity:

/s/ Timothy R. Parry
Printed Name: Timothy R. Parry
Title: Senior Vice President and Secretary

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I: name:

The name of the limited liability company is:

Venice HMA, LLC

ARTICLE II: address:

The mailing address and street address of the principal office of the limited liability company is:

Principal Office Address:

5811 Pelican Bay Blvd., Suite 500
Naples, FL 34108

Mailing Address:

5811 Pelican Bay Blvd., Suite 500
Naples, FL 34108

ARTICLE III: Registered Agent, Registered Office & Registered Agent's Signature:

The name and the Florida street address of the registered agent are:

CT Corporation System
1200 South Pine Island Road
Plantation, FL 33324

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate. I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.

CT Corporation System

/s/ Connie Bryan
Registered Agent's Signature (REQUIRED)
CONNIE BRYAN
SPECIAL ASSISTANT SECRETARY

ARTICLE IV: Manager(s) or Managing Member(s):

The name and address of each Manager or Managing Member is as follows:

Title:	**Name and Address:**
"MGR" = Manager "MGRM" = Managing Member	
MGR	Hospital Management Associates, Inc. 5811 Pelican Bay Blvd., Suite 500 Naples, FL 34108

ARTICLE V: Effective on the date this document is filed by the Florida Department of State.

REQUIRED SIGNATURE:

By: /s/ Timothy R. Parry

(In accordance with Section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Timothy R. Parry, Senior Vice President of Hospital Management Associates, Inc., Manager

Exhibit 3.483

AMENDED AND RESTATED

OPERATING AGREEMENT

OF

VENICE HMA, LLC

January 27, 2014

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AMENDED AND RESTATED OPERATING AGREEMENT
OF
VENICE HMA, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Florida HMA Holdings, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of Chapter 605, Florida Statutes, the Florida Revised Limited Liability Company Act ("Act"), and all amendments thereto

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Venice HMA, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Florida is located at 1201 Hays Street, Tallahassee, Florida 32301. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Articles of Organization with the Florida Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc., an affiliated company, on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF MANAGERS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Managers ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual managers, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three managers, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, managers shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of managers shall not shorten an incumbent manager's term. Each manager shall hold office until such manager resigns or is removed. Despite the expiration of a manager's term, such manager shall continue to serve until the manager's successor is elected and qualifies, until there is a decrease in the number of managers or the manager is removed.

10.3 Resignation of Managers. A manager may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Managers by Member. A manager shall be removed by the Member only at a meeting called for the purpose of removing such manager and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the manager. The Member may remove one or more managers with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of managers, the Board shall fill the vacancy, and if the managers remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the managers remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new manager may not take office until the vacancy occurs.

10.6 Compensation of Managers. Managers on the Board shall not be entitled to receive a fee for the manager's services as a manager on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Florida. The Board may permit any or all managers to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all managers participating may simultaneously hear each other during the meeting. A manager participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the managers having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all managers entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of managers fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of managers present shall constitute an act of the Board. A manager who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the manager objects at the beginning of the meeting, or promptly upon the manager's arrival, to holding the meeting or transacting business at the meeting or (ii) the manager's dissent or abstention from the action taken is entered in the minutes of the meeting or the manager delivers written notice of the manager's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a manager who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Florida limited liability company and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and

deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Florida limited liability company and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF MANAGERS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The managers and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such manager's or officer's status as a manager or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Florida limited liability company of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a manager or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such manager or officer acting under this Agreement shall not be liable to the Company, the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a manager or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such manager or officer; provided, however, that the foregoing shall not be interpreted or

construed so as to eliminate or restrict any fiduciary duty, including, but not limited to, the duties of loyalty, care, good faith and fair dealing, in such a manner as to be contrary to the provisions of Section 605.0105 of the Act.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each manager or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a manager or officer of the Company, or is or was serving at the request of the Company as a manager, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that (i) the manager or officer has met the standard of conduct described in Section 12.1, and (ii) indemnification under this paragraph does not violate the provisions of Section 605.0105 A manager or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the manager or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a manager or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The manager or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The manager or officer furnishes the Company a written undertaking, executed personally or on the manager's or officer's behalf, to repay the advance if it is ultimately determined that the manager or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the manager or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested

managers or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a manager or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a manager or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The managers and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, managers, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a manager, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a manager or such manager's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Dissociation of Member. Upon the occurrence of any of the events set forth in Section 605.0602 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Venice HMA, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and articles of dissolution are filed with the office of the Secretary of State of the State of Florida pursuant to Section 605.0707 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

FLORIDA HMA HOLDINGS, LLC

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Executive Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Florida HMA Holdings, LLC, a Delaware limited liability company 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.508

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:53 PM 08/21/2003
FILED 01:53 PM 08/21/2003
SRV 030545448 – 3695172 FILE

ARTICLES OF INCORPORATION

OF

WEBB HOSPITAL CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Delaware General Corporation Law (the "Delaware Code"), as amended, hereby adopts the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the Corporation is Webb Hospital Corporation

ARTICLE II

The period of its duration is perpetual.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware Code.

ARTICLE IV

The total number of shares of all classes of stock that the Corporation shall have the authority to issue is one thousand (1,000) shares of $.01 per share par value Common Stock.

ARTICLE V

The address of the principal office of the Corporation's registered office in this State, and the name of its registered agent at such address is:

The Corporation Service Company
2711 Centerville Rd., Suite 400
County of New Castle
Wilmington, DE 19808

ARTICLE VI

Election of the Directors need not be written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE VII

The name and mailing address of the incorporator is:

Robin Joi Keck
Community Health Systems, Inc.
155 Franklin Road, Suite 400
Brentwood, Tennessee 37027

ARTICLE VIII

To the fullest extent permitted by Delaware law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware Code or (iv) for any transaction from which the director derived any improper personal benefit. If the Delaware Code is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware Code, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE IX

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is a legal representative, or is or was a director or officer of the Corporation or is only serving at the request of the Corporation as a director or officer of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity or as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to

the fullest extent authorized by the Delaware Code as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that if the Delaware Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Rights of Indemnitee to Brine Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware Code. Neither the failure of the Corporation (including its Board of Directors, independent counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Delaware Code, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnity such person against such expense, liability or loss under the Delaware Code.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Delaware Code with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE X

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the Board of Directors of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of August, 2003.

/s/ Robin Joi Keck
Robin Joi Keck, Incorporator

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is

WEBB HOSPITAL CORPORATION

2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, Suite 1B, City of Dover 19901, County of Kent.

3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.

4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on October 23, 2003.

/s/ Kimberly A. Wright Asst. Sec.
Kimberly A. Wright

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:57 PM 11/05/2003
FILED 07:50 PM 11/05/2003
SRV 030712496 – 3695172 FILE

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE

AND OF REGISTERED AGENT

OF

WEBB HOSPITAL CORPORATION

It is hereby certified that:

1. The name of this corporation (hereinafter called the "corporation") is:

WEBB HOSPITAL CORPORATION

2. The registered office of the corporation within the State of Delaware is hereby changed to 2711 Centerville Road, Suite 400, City of Wilmington 19808, County of New Castle.

3. The registered agent of the corporation within the State of Delaware is hereby changed to Corporation Service Company, the business office of which is identical with the registered office of the corporation as hereby changed.

4. The corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on September 11, 2007

/s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Sr. Vice President & Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:13 PM 09/26/2007
FILED 12:14 PM 09/26/2007
SRV 071054286 – 3695172 FILE

Exhibit 3.526

Control No: 08053215
Date Filed: 07/03/2008 11:57 AM
Karen C Handel
Secretary of State

CERTIFICATE OF CONVERSION
OF A CORPORATION
TO A LIMITED LIABILITY COMPANY

The following corporation hereby elects to convert to a limited liability company pursuant to the provisions of Section 14-11-212 of the Official Code of Georgia Annotated and Section 14-2-1109.1 of the Official Code of Georgia Annotated, us amended, by filing this Certificate of Conversion and the attached articles of organization.

1. The name of the corporation making the election to become a limited liability company is Winder HMA, Inc., a Georgia corporation.

2. Winder HMA, Inc. elects to become a Georgia limited liability company under the name: Winder HMA, LLC.

3. The election by Winder HMA, Inc. to become a limited liability company shall be effective when this certificate of conversion filed by the Georgia Secretary of State.

4. The election of Winder HMA, Inc. to become a limited liability company has been approved by the Board of Directors and Sole Shareholder of Winder HMA, Inc. as required by Section 14-2-1109.1 of the Official Code of Georgia Annotated.

5. Filed with this Certificate of Conversion are articles of organization in the form required by Section 14-11-204 of the Official Code of Georgia Annotated, that set forth a name for the limited liability company that satisfies the requirements of Section 14-11-207 of the Official Code of Georgia Annotated, and that shall be the articles of organization of the limited liability company formed pursuant to this election unless or until modified in accordance with the Georgia Limited Liability Company Act.

6. The sole shareholder of Winder HMA, Inc. shall receive one membership unit in Winder HMA, LLC for each share of capital stock of Winder HMA, Inc. owned by the sole shareholder.

[*Remainder of Page Intentionally Left Blank*]

State of Georgia
Expedite Conversion 4 Page(s)

Date: June 26, 2008

Winder HMA, Inc.

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

2008 JUL - 3 AM 11:57

SECRETARY OF STATE
CORPORATIONS DIVISON

ARTICLES OF ORGANIZATION

OF

WINDER HMA, LLC

Under Section 14-11-204 of the Georgia Limited Liability Company Act

1. The name of the limited liability company is Winder HMA. LLC.

2. The management of the limited liability company shall be vested in one or more managers.

Executed this 26th day of June, 2008.

By: /s/ Timothy R. Parry
Timothy R. Parry, Organizer

2008 JUL - 3 AM 11:57

SECRETARY OF STATE
CORPORATIONS DIVISION

Exhibit 3.527

SECOND AMENDED AND RESTATED

OPERATING AGREEMENT

OF

WINDER HMA, LLC

January 27, 2014

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SECOND AMENDED AND RESTATED
OPERATING AGREEMENT
OF
WINDER HMA, LLC

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 27th day of January, 2014, by Southeast HMA Holdings, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The former sole member formed a limited liability company (the "Company") pursuant to the provisions of the Georgia Limited Liability Company Act ("Act") by the execution and filing of the Articles of Organization with the Georgia Secretary of State on July 3, 2008. The former sole member transferred all of its ownership interest in the Company to the Member as of January 1, 2009.

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Winder HMA, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000
Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Georgia is located at 40 Technology Pkwy South, #300 Norcross, GA 30092. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company commenced as of the date of the filing of Articles of Organization with the Georgia Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF MANAGERS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Manager ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual managers, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three managers, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, managers shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of managers shall not shorten an incumbent manager's term. Each manager shall hold office until such manager resigns or is removed. Despite the expiration of a manager's term, such manager shall continue to serve until the manager's successor is elected and qualifies, until there is a decrease in the number of managers or the manager is removed.

10.3 Resignation of Managers. A manager may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Managers by Member. A manager shall be removed by the Member only at a meeting called for the purpose of removing such manager and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the manager. The Member may remove one or more managers with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of managers, the Board shall fill the vacancy, and if the managers remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the managers remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new manager may not take office until the vacancy occurs.

10.6 Compensation of Managers. Managers on the Board shall not be entitled to receive a fee for the manager's services as a manager on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Georgia. The Board may permit any or all managers to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all managers participating may simultaneously hear each other during the meeting. A manager participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the managers having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all managers entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of managers fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of managers present shall constitute an act of the Board. A manager who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the manager objects at the beginning of the meeting, or promptly upon the manager's arrival, to holding the meeting or transacting business at the meeting or (ii) the manager's dissent or abstention from the action taken is entered in the minutes of the meeting or the manager delivers written notice of the manager's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a manager who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Georgia corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Georgia corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Georgia corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF MANAGERS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The managers and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such

manager's or officer's status as a manager or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Georgia corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a manager or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such manager or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement , to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a manager or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such manager or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each manager or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a manager or officer of the Company, or is or was serving at the request of the Company as a manager, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the manager or officer has met the standard of conduct described in Section 12.1. A manager or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the manager or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a manager or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The manager or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The manager or officer furnishes the Company a written undertaking, executed personally or on the manager's or officer's behalf, to repay the advance if it is ultimately determined that the manager or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the manager or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested managers or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a manager or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a manager or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The managers and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, managers, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a manager, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a manager or such manager's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue

of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Section 14-11-601.1 of the Act with respect to the Member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Winder HMA, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of termination of the Company is filed with the office of the Secretary of State of the State of Georgia pursuant to Section 14-11-610 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

SOUTHEAST HMA HOLDINGS, LLC

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Executive Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Southeast HMA Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.534

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:57 PM 10/24/2008
FILED 12:47 PM 10/24/2008
SRV 081064818 - 4615516 FILE

CERTIFICATE OF INCORPORATION

OF

YAKIMA HMA, INC.

ARTICLE I: The name of this corporation is **Yakima HMA, Inc.**

ARTICLE II: The address of this corporation's registered office in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may now or hereafter be organized under the Delaware General Corporation Law.

ARTICLE IV: The total number of shares of stock that this corporation is authorized to issue is one thousand shares of Common Stock (1,000) and the par value of each of such shares is $.0001.

ARTICLE V: A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is hereafter amended to further reduce or to authorize, with the approval of the corporation's stockholders, further reductions in the liability of the corporation's directors for breach of fiduciary duty, then a director of the corporation shall not be liable for any such breach to the fullest extent permitted by the Delaware General Corporation Law as so amended.

To the extent permitted by applicable law, this corporation is also authorized to provide indemnification of (and advancement of expenses to) such agents (and any other persons to which Delaware law permits this corporation to provide indemnification) through bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the Delaware General Corporation Law, subject only to limits created by applicable Delaware law (statutory or non-statutory), with respect to actions for breach of duty to the corporation, its stockholders, and others.

Any repeal or modification of any of the foregoing provisions of this Article V shall be prospective and shall not adversely affect any right or protection of a director, officer, agent or other person existing at the time of, or increase the liability of any director of the corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

ARTICLE VI: The incorporator is Timothy R. Parry and his mailing address is 5811 Pelican Bay Boulevard, Suite 500, Naples, FL 34108.

IN WITNESS WHEREOF, the undersigned as executed this Certificate of Incorporation of **Yakima HMA, Inc.** as of the date first set forth below.

Dated: October 22, 2008

/s/ Timothy R. Parry
Timothy R. Parry, Incorporator

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:57 PM 10/24/2008
FILED 12:57 PM 10/24/2008
SRV 081064849 - 4615516 FILE

PLAN AND AGREEMENT OF MERGER
BETWEEN
YAKIMA HMA, INC.
(A DELAWARE CORPORATION)
AND
YAKIMA HMA, INC.
(A WASHINGTON CORPORATION)

This Plan and Agreement of Merger, dated this 24th, day of October, 2008, is made pursuant to Section 252 of the General Corporation Law of the State of Delaware, between **Yakima HMA, Inc.,** a Delaware corporation and **Yakima HMA, Inc.,** a Washington corporation.

WITNESSETH that:

WHEREAS, Yakima HMA, Inc. is a corporation organized and existing under the laws of the State of Delaware, its Certificate of Incorporation having been filed in the Office of the Delaware Secretary of State on October 24, 2008; and

WHEREAS, Yakima HMA, Inc. is a corporation organized and existing under the laws of the State of Washington, its Certificate of Incorporation having been filed in the Office of the Washington Secretary of State on March 17, 2003; and

WHEREAS, the Board of Directors of each of the constituent corporations deems it advisable that Yakima HMA, Inc., a Washington corporation, be merged into Yakima HMA, Inc., a Delaware corporation, on the terms and conditions hereinafter set forth, in accordance with the applicable statutes of Delaware and Washington;

NOW, THEREFORE, the corporations, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

ARTICLE ONE

Pursuant to the provisions of the laws of the states of Delaware and Washington, Yakima HMA, Inc., a Washington corporation, hereby merges itself into Yakima HMA, Inc., a Delaware corporation, which shall be the surviving corporation.

ARTICLE TWO

The Certificate of Incorporation of Yakima HMA, Inc., a Delaware corporation, is in effect on the date of the merger provided for in this Agreement and shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving this merger.

ARTICLE THREE

The authorized capital stock of each constituent corporation which is a party to the merger is as follows:

(a) Yakima HMA, Inc., a Delaware corporation, is authorized to issue 1,000 shares of common stock with a par value of $.0001 per share, of which 1,000 shares are issued and outstanding and entitled to vote. The number of such shares is not subject to change prior to the effective date of the merger.

(b) Yakima HMA, Inc., a Washington corporation, is authorized to issue 10,000 shares of common stock with a par value of $.0001 per share, of which 10,000 shares are issued and outstanding and entitled to vote. The number of such shares is not subject to change prior to the effective date of the merger.

ARTICLE FOUR

The manner of converting the outstanding shares of the capital stock of each of the constituent corporations into shares or other securities of the surviving corporation shall be as follows:

(a) Each share of common stock of Yakima HMA, Inc., a Delaware corporation, which shall be issued and outstanding immediately prior to the effective date of this Agreement, shall remain issued and outstanding.

(b) Each outstanding common share of Yakima HMA, Inc., a Washington corporation, outstanding immediately prior to the effective date of the merger shall be automatically cancelled and extinguished and converted into and become the right to receive one (1) common share of Yakima HMA, Inc., a Delaware corporation.

(c) After the effective date of this Agreement, each holder of an outstanding certificate representing shares of common stock of the merged corporation shall surrender the same to the surviving corporation and each such holder shall be entitled upon such surrender to receive the number of shares of common stock of the surviving corporation on the basis provided herein. Until so surrendered, the outstanding shares of stock of the merged corporation to be converted into the stock of the surviving corporation as provided herein, may be treated by the surviving corporation for all corporate purposes as evidencing the ownership of shares of the surviving corporation as though said surrender and exchange had taken place. After the effective date of this Agreement, each registered owner of any uncertificated shares of common stock of the merged corporation shall have said shares of cancelled and said registered owner shall be entitled to the number of common shares of the surviving corporation on the basis provided herein.

ARTICLE FIVE

The terms and conditions of the merger are as follows:

(a) The by-laws of Yakima HMA, Inc., a Delaware corporation, as they shall exist on the effective date of this Agreement shall be and remain the by-laws of the surviving corporation until the same shall be altered, amended and repealed as therein provided.

(b) The directors and officers of Yakima HMA, Inc., a Delaware corporation, shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effective upon filing with the Secretary of State of Delaware.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation respectively. The merged corporation hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem to be necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the merged corporation and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

****

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors have caused these presents to be executed by the Senior Vice President of each party hereto as the respective act, deed and agreement of said corporations on this 24th day of October, 2008.

YAKIMA HMA, INC.
a Delaware corporation

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

YAKIMA HMA, INC.
a Washington corporation

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

Secretary's Certificate

I, Timothy R. Parry, Secretary of Yakima HMA, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Secretary, that the Plan and Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of Yakima HMA, Inc., a corporation of the State of Washington, was duly adopted pursuant to Section 228 of the General Corporation Law of the State of Delaware by the written consent of sole shareholder of the corporation, which Plan and Agreement of Merger was thereby adopted as the act of the sole shareholder of Yakima HMA, Inc., a Washington corporation, and is the duly adopted agreement and act of the said corporation.

WITNESS, my hand on this 24th day of October, 2008.

YAKIMA HMA, INC.
a Delaware corporation

By: /s/ Timothy R. Parry
Timothy R. Parry, Secretary

FILED
SECRETARY OF STATE
SAM REED

DECEMBER 1, 2008

STATE OF WASHINGTON

12/01/08 1411242-003
$255.00 R # SUCCESS-1
tid: 1612193

ARTICLES OF MERGER

between

Yakima HMA, Inc.

(a Washington corporation)

and

Yakima HMA, Inc.

(a Delaware corporation)

Pursuant to Sections 23B.11.010 and 23B.11.050 of the Washington Business Corporation Act, the undersigned corporation executes and submits for filing the following Articles of Merger this 24th day of October, 2008:

1. The Plan and Agreement of Merger, annexed hereto as Exhibit A, is the Plan of Merger for the merger of Yakima HMA, Inc., a Washington corporation, into Yakima HMA, Inc., a Delaware corporation.

2. The Plan and Agreement of Merger was duly approved by the board of directors of Yakima HMA, Inc., a Washington corporation and the domestic corporation party to the merger and the board of directors of Yakima HMA, Inc., a Delaware corporation and the foreign corporation party to this merger.

4. Approval of the Plan and Agreement of Merger by the sole shareholder of Yakima HMA, Inc., a Washington corporation, and the sole shareholder of Yakima HMA, Inc., a Delaware corporation, was required. This merger was duly approved by the sole shareholder of Yakima HMA, Inc., a Washington corporation, and by the sole shareholder of Yakima HMA, Inc., a Delaware corporation, pursuant to RCW, § 23B.11.030.

5. This merger is permitted by the laws of the State of Delaware under whose laws Yakima HMA, Inc., the surviving corporation, is incorporated, and Yakima HMA, Inc., a Delaware corporation, has complied with such laws in effecting this merger.

6. Yakima HMA, Inc., a Delaware corporation, is deemed to appoint the Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of Yakima HMA, Inc., a Washington corporation and party to the merger.

7. Yakima HMA, Inc., a Delaware corporation, agrees to promptly pay to the dissenting shareholders of Yakima HMA, Inc., a Washington corporation, the amount, if any, to which they are entitled under Chapter 23B.13 of the Washington Business Corporation Act.

8. This merger shall be effective upon the filing of the Plan and Agreement of Merger with the Delaware Secretary of State.

****

IN WITNESS WHEREOF, said Yakima HMA, Inc., a Delaware corporation, has caused these Articles of Merger to be signed as of the date first written above.

YAKIMA HMA, INC.

(a Delaware corporation)

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

Exhibit A

PLAN AND AGREEMENT OF MERGER
BETWEEN
YAKIMA HMA, INC.
(A DELAWARE CORPORATION)
AND
YAKIMA HMA, INC.
(A WASHINGTON CORPORATION)

This Plan and Agreement of Merger, dated this 24th, day of October, 2008, is made pursuant to Section 252 of the General Corporation Law of the State of Delaware, between **Yakima HMA, Inc.**, a Delaware corporation and **Yakima HMA, Inc.**, a Washington corporation.

WITNESSETH that:

WHEREAS, Yakima HMA, Inc. is a corporation organized and existing under the laws of the State of Delaware, its Certificate of Incorporation having been filed in the Office of the Delaware Secretary of State on October 24, 2008; and

WHEREAS, Yakima HMA, Inc. is a corporation organized and existing under the laws of the State of Washington, its Certificate of Incorporation having been filed in the Office of the Washington Secretary of State on March 17, 2003; and

WHEREAS, the Board of Directors of each of the constituent corporations deems it advisable that Yakima HMA, Inc., a Washington corporation, be merged into Yakima HMA, Inc., a Delaware corporation, on the terms and conditions hereinafter set forth, in accordance with the applicable statutes of Delaware and Washington;

NOW, THEREFORE, the corporations, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

ARTICLE ONE

Pursuant to the provisions of the laws of the states of Delaware and Washington, Yakima HMA, Inc., a Washington corporation, hereby merges itself into Yakima HMA, Inc., a Delaware corporation, which shall be the surviving corporation.

ARTICLE TWO

The Certificate of Incorporation of Yakima HMA, Inc., a Delaware corporation, is in effect on the date of the merger provided for in this Agreement and shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving this merger.

ARTICLE THREE

The authorized capital stock of each constituent corporation which is a party to the merger is as follows:

(a) Yakima HMA, Inc., a Delaware corporation, is authorized to issue 1,000 shares of common stock with a par value of $.0001 per share, of which 1,000 shares are issued and outstanding and entitled to vote. The number of such shares is not subject to change prior to the effective date of the merger.

(b) Yakima HMA, Inc., a Washington corporation, is authorized to issue 10,000 shares of common stock with a par value of $.0001 per share, of which 10,000 shares are issued and outstanding and entitled to vote. The number of such shares is not subject to change prior to the effective date of the merger.

ARTICLE FOUR

The manner of converting the outstanding shares of the capital stock of each of the constituent corporations into shares or other securities of the surviving corporation shall be as follows:

(a) Each share of common stock of Yakima HMA, Inc., a Delaware corporation, which shall be issued and outstanding immediately prior to the effective date of this Agreement, shall remain issued and outstanding.

(b) Each outstanding common share of Yakima HMA, Inc., a Washington corporation, outstanding immediately prior to the effective date of the merger shall be automatically cancelled and extinguished and converted into and become the right to receive one (1) common share of Yakima HMA, Inc., a Delaware corporation.

(c) After the effective date of this Agreement, each holder of an outstanding certificate representing shares of common stock of the merged corporation shall surrender the same to the surviving corporation and each such holder shall be entitled upon such surrender to receive the number of shares of common stock of the surviving corporation on the basis provided herein. Until so surrendered, the outstanding shares of stock of the merged corporation to be converted into the stock of the surviving corporation as provided herein, may be treated by the surviving corporation for all corporate purposes as evidencing the ownership of shares of the surviving corporation as though said surrender and exchange had taken place. After the effective date of this Agreement, each registered owner of any uncertificated shares of common stock of the merged corporation shall have said shares of cancelled and said registered owner shall be entitled to the number of common shares of the surviving corporation on the basis provided herein.

ARTICLE FIVE

The terms and conditions of the merger are as follows:

(a) The by-laws of Yakima HMA, Inc., a Delaware corporation, as they shall exist on the effective date of this Agreement shall be and remain the by-laws of the surviving corporation until the same shall be altered, amended and repealed as therein provided.

(b) The directors and officers of Yakima HMA, Inc., a Delaware corporation, shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effective upon filing with the Secretary of State of Delaware.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation respectively. The merged corporation hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem to be necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the merged corporation and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

****

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors have caused these presents to be executed by the Senior Vice President of each party hereto as the respective act, deed and agreement of said corporations on this 24th day of October, 2008.

YAKIMA HMA, INC.
a Delaware corporation

By: /s/ Timothy R. Parry
Senior Vice President

YAKIMA HMA, INC.
a Washington corporation

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:11 PM 12/04/2008
FILED 02:11 PM 12/04/2008
SRV 081165576 - 4615516 FILE

STATE OF DELAWARE CERTIFICATE OF CONVERSION FROM A
CORPORATION TO A LIMITED LIABILITY COMPANY PURSUANT
TO SECTION 18-214 OF THE LIMITED LIABILITY ACT

1. The jurisdiction where the Corporation first formed is **Delaware**.

2. The jurisdiction immediately prior to filing this Certificate is **Delaware**.

3. The date the corporation first formed is October 24, 2008.

4. The name of the Corporation immediately prior to filing this Certificate is **Yakima HMA, Inc.**

5. The name of the Limited Liability Company as set forth in the Certificate of Formation is **Yakima HMA, LLC.**

IN WITNESS WHEREOF, the undersigned executes this Certificate on the 2nd day of December, 2008.

/s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President and Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:11 PM 12/04/2008
FILED 02:11 PM 12/04/2008
SRV 081165576 - 4615516 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

First: The name of the limited liability company is **Yakima HMA, LLC.**

Second: The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

Third: This Certificate of Formation shall be effective on upon filing.

IN WITNESS WHEREOF, the undersigned, as the sole member of Yakima HMA, LLC has executed this Certificate of Formation of Yakima HMA, LLC this 2nd day of December, 2008.

HEALTH MANAGEMENT
ASSOCIATES, INC.
Sole Member

BY: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President and Secretary

SECRETARY OF STATE
SAM REED

12/01/08 1411242-005
$255.00 R #SUCCESS-1
tid:1612193

DECEMBER 1, 2008

STATE OF WASHINGTON

APPLICATION TO FORM A
LIMITED LIABILITY COMPANY
(Per Chapter 26.16 RCW)
FEE: $175

* Please PRINT or TYPE in black ink
* Sign, date and return original AND ONE COPY to:

CORPORATIONS DIVISION
801 CAPITOL WAY SOUTH - PO BOX 40234
OLYMPIA, WA 98504-0234

* BE SURE TO INCLUDE FILING FEE Checks should be made payable to "Secretary of State"

EXPEDITED (24-HOURS) SERVICE AVAILABLE - $20 PER ENTITY
INCLUDE FEE AND WRITE "EXPEDITE" IN BOLD LETTERS ON OUTSIDE OF ENVELOPE

FOR OFFICIAL USE ONLY

FILED: / /	UBI: 602 882 179
CORPORATION NUMBER:	

Important Person to contact about late filing	Daytime Phone Number (with area code)
Elizabeth Stohlor	585-231-1413

CERTIFICATE OF FORMATION

NAME OF LIMITED LIABILITY COMPANY (LLC) (*Must contain (the word "Limited Liability Company" "Limited Liability Co." " L.L.C" or "LLC")*

Yakima HMA, LLC

ADDRESS OF LLC'S PRINCIPAL PLACE OF BUSINESS

Email Address *(Required)* 5811 Pelican Bay Blvd., Suite 500 City Naples State FL ZIP 34108

PO Box *(Optional – Must be in same city as street address)* _____ ZIP *(If different than state ZIP)* _____

EFFECTIVE DATE OF LLC (*Specified effective date may be up to [ILLEGIBLE] class AFTER receipt of the document by the Secretary of State*)

☐ Specific Date: _____ ☒ Upon filing by the Secretary of State

DATE OF OBSOLUTION *(If applicable)*	MANAGEMENT OF LLC IS VESTED IN ONE OR MORE MANAGERS
	☒ Yes ☐ No

>>> PLEASE ATTACH ANY OTHER PROVISIONS THE LLC ELECTS TO INCLUDE <<<

NAME AND ADDRESS OF WASHINGTON STATE REGISTERED AGENT

Name C T Corporation System

Street Address *(Required)* 1801 West Bay Drive NW, Suite 206 City Olympia State WA ZIP 98502

PO Box *(Optional - Must be in same city as street address)* _____ ZIP *(If different than state ZIP)* _____

I consent to serve as Registered Agent in the State of Washington for the above named LLC. I understand it will be my responsibility to accept Service of Process on behalf of the LLC; to forward mail to the LLC; and to immediately notify the Office of the Secretary of State if I resign or change the Registered Office Address.

/s/ James M. Newsome	C T Corporation System	10/24/08
Signature of Agent	*Printed Name*	*Date*
JAMES M. NEWSOME Special Assistant Secretary		

NAMES ADDRESSES OF EACH PERSON EXECUTING THIS CERTIFICATE *(if necessary attach additional names and addresses)*

Printed Name Timothy R. Parry Signature /s/ Timothy R. Parry

Address 5811 Pelican Bay Blvd., Suite 500 City Naples State FL Zip 34108

Printed Name _____ Signature _____

Address _____ City _____ State _____ Zip _____

Printed Name _____ Signature _____

Address _____ City _____ State _____ Zip _____

INFORMATION AND ASSISTANCE – 360/753-7115 (TDD – 360/763-1485)

FILED
SECRETARY OF STATE
SAM REED

DECEMBER 8, 2008

STATE OF WASHINGTON

12/08/08 1415356-001
$60.00 R #SUCCESS-14
tid: 1615814

ARTICLES OF MERGER

between

Yakima HMA, LLC

(a Delaware limited liability company)

and

Yakima HMA, LLC

(a Washington limited liability company)

December 5, 2008

Pursuant to Section 25.15.405 of the Washington Limited Liability Company Act, the undersigned limited liability company executes and submits for filing the following Articles of Merger:

1. The Plan of Merger, annexed hereto as Exhibit A, is the Plan of Merger for the merger of Yakima HMA, LLC, a Delaware limited liability company, into Yakima HMA, LLC, a Washington limited liability company.

2. The Plan of Merger was duly approved by the sole member of Yakima HMA, LLC, the domestic limited liability company party to the merger.

3. Approval of the Plan of Merger by the sole member of Yakima HMA, LLC was required. The Plan of Merger was duly approved by this company's sole member pursuant to RCW, § 25.15.400.

4. This merger is permitted by the laws of Delaware under whose laws Yakima HMA, LLC is organized, and Yakima HMA, LLC, a Delaware limited liability company, has complied with such laws in effecting this merger.

5. This merger shall be effective upon the filing of these Articles by the Secretary of State of the State of Washington.

****

IN WITNESS WHEREOF, said Yakima HMA, LLC, a Washington limited liability company, has caused these Articles of Merger to be signed as of the date first written above.

YAKIMA HMA, LLC
(a Washington limited liability company)

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

EXHIBIT A

PLAN OF MERGER
BETWEEN
YAKIMA HMA, LLC
(a Delaware limited liability company)
AND
YAKIMA HMA, LLC
(a Washington limited liability company)

This Plan and Agreement of Merger, dated this 5th day of December, 2008, is made pursuant to Section 25.15.405 of the Washington Limited Liability Company Act, between **Yakima HMA, LLC**, a Delaware limited liability company and **Yakima HMA, LLC**, a Washington limited liability company.

WITNESSETH that:

WHEREAS, Yakima HMA, LLC is a limited liability company organized and existing under the laws of the State of Delaware, its Certificate of Formation having been filed in the Office of the Delaware Secretary of State on December 4, 2008 (together with a Certificate of Conversion of Yakima HMA, Inc., converting such corporation to a limited liability company, Yakima HMA, LLC); and

WHEREAS, Yakima HMA, LLC is a limited liability company organized and existing under the laws of the State of Washington, its Certificate of Formation having been filed in the Office of the Washington Secretary of State on December 1, 2008; and

WHEREAS, the Sole Member of each constituent limited liability company deems it advisable that Yakima HMA, LLC, a Delaware limited liability company, be merged into Yakima HMA, LLC, a Washington limited liability company, on the terms and conditions hereinafter set forth, in accordance with the applicable statutes of Delaware and Washington.

NOW, THEREFORE, the limited liability companies, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

ARTICLE ONE

Pursuant to the provisions of the laws of the states of Delaware and Washington, Yakima HMA, LLC, a Delaware limited liability company, hereby merges itself into Yakima HMA, LLC, a Washington limited liability company, which shall be the surviving limited liability company.

ARTICLE TWO

The Certificate of Formation of Yakima HMA, LLC, a Washington limited liability company, is in effect on the date of the merger provided for in this Agreement and shall continue in full force and effect as the Certificate of Formation of the limited liability company surviving this merger.

ARTICLE THREE

The authorized ownership of each limited liability company which is a party to the merger is as follows:

(a) The Sole Member of Yakima HMA, LLC, a Delaware limited liability company, Health Management Associates, Inc., a Delaware corporation, owns one thousand (1,000) ownership units representing a 100% ownership interest in Yakima HMA, LLC, a Delaware limited liability company. The number of such ownership units is not subject to change prior to the effective date of the merger.

(b) The Sole Member of Yakima HMA, LLC, a Washington limited liability company, Health Management Associates, Inc., a Delaware Corporation, owns one hundred (100) ownership units representing a 100% ownership interest in Yakima HMA, LLC, a Washington limited liability company. The number of such ownership units is not subject to change prior to the effective date of the merger.

ARTICLE FOUR

The manner of converting the ownership units of each constituent limited liability company into unites or other securities of the surviving limited liability company shall be as follows:

(a) The one hundred (100) ownership units of Yakima HMA, LLC, a Washington limited liability company, which shall be issued and outstanding immediately prior to the effective date of this Agreement, shall remain issued and outstanding.

(b) The one thousand (1,000) ownership units of Yakima HMA, LLC, a Delaware limited liability company, outstanding immediately prior to the effective date of the merger shall be automatically cancelled and extinguished and converted into and become the right to receive one hundred (100) ownership units of Yakima HMA, LLC.

ARTICLE FIVE

The terms and conditions of the merger are as follows:

(a) The limited liability company agreement of Yakima HMA, LLC, a Washington limited liability company, as it shall exist on the effective date of this Agreement shall be and remain the limited liability company agreement of the surviving limited liability company until the same shall be altered, amended and repealed as therein provided.

(b) The officers of Yakima HMA, LLC, a Washington limited liability company, shall continue in office until the Manager of Yakima HMA, LLC, a Washington limited liability company, shall elect new officers.

(c) This merger shall become effective upon filing with the Secretary of State of Washington.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged limited liability company shall be transferred to, vested in and devolve upon the

surviving limited liability company without further act or deed and all property, rights, and every other interest of the surviving limited liability company and the merged limited liability company shall be as effectively the property of the surviving limited liability company as they were of the surviving limited liability company and the merged limited liability company respectively. The merged limited liability company hereby agrees from time to time, as and when requested by the surviving limited liability company or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving limited liability company may deem to be necessary or desirable in order to vest in and confirm to the surviving limited liability company title to and possession of any property of the merged limited liability company acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers of the merged limited liability company and the proper officers of the surviving limited liability company are fully authorized in the name of the merged limited liability company or otherwise to take any and all such action.

****

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their Sole Member have caused these presents to be executed by the Senior Vice President of each party hereto as the respective act, deed and agreement of said limited liability company's on this 5th day of December, 2008.

YAKIMA HMA, LLC
a Delaware limited liability company

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

YAKIMA HMA, LLC
a Washington limited liability company

By: /s/ Timothy R. Parry
Timothy R. Parry
Senior Vice President

Exhibit 3.535

THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

YAKIMA HMA, LLC

January 27, 2014

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THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF YAKIMA HMA, LLC

THIS THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (THIS "AGREEMENT") IS MADE AS OF THE 27TH DAY OF JANUARY, 2014, BY HOSPITAL MANAGEMENT ASSOCIATES, LLC, A KENTUCKY LIMITED LIABILITY COMPANY (THE "MEMBER") AND YAKIMA HMA, LLC, A WASHINGTON LIMITED LIABILITY COMPANY (THE "COMPANY").

1. FORMATION.

1.1 Formation. The Company is a Washington Limited Liability Company, formed on or about December 1, 2008, when a Certificate of Formation for the Company was filed with the State of Washington Secretary of State pursuant to the Washington Limited Liability Company Act (the "Act").

1.2 Amended and Restated Agreement. The Member, or its predecessor, executed and became bound by that Second Amended and Restated Limited Liability Company of Yakima HMA, LLC, dated effective July 16, 2012 (the "Existing Limited Liability Company Agreement"). The Member desires to amend and restate the Existing Limited Liability Company Agreement as set forth herein. The Existing Limited Liability Company Agreement is hereby terminated and replaced in its entirety with this Agreement, which applies to the Company from and after the date of this Agreement.

2. NAME AND OFFICE.

2.1 Name. The name of the Company is Yakima HMA, LLC.

2.2 Principal Office. The principal office and place of business of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate.

2.3 Registered Office and Registered Agent. The Company shall maintain an agent in the State of Washington for the service of process on the Company. The Company's agent and the address of its registered office in the State of Washington is as follows:

NAME	ADDRESS
C T Corporation System	505 Union Avenue SE, Ste. 120 Olympia, Washington 98501

Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date the Certificate of Formation was filed with the Washington Secretary of State's Office, and shall continue perpetually until dissolved in accordance with Section 15 or the Act.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. MANAGERS — BOARD OF DIRECTORS.

10.1 ***General Powers***. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its managers, who shall throughout this Agreement be referred to as its Board of Directors ("Board"), and each manager is throughout this Agreement referred to as a "director".

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Washington. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Washington corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Washington corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Washington corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Washington corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement , to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the

term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in RCW 25.15.130(d) — (h) with respect to the Member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate

evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Yakima HMA, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of dissolution of the Company is filed with the office of the Secretary of State of the State of Washington pursuant to RCW 25.15.273. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

HOSPITAL MANAGEMENT ASSOCIATES, LLC

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Executive Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Hospital Management Associates, Inc. 4000 Meridian Blvd. Franklin, Tennessee 37067	The property and cash shown on the books and records of Company as having been contributed by Member and its predecessor(s)	100

Exhibit 3.536

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:08 PM 11/22/2011
FILED 12:02 PM 11/22/2011
SRV 111220897 – 5069412 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

First: The name of the limited liability company is York Pennsylvania Holdings, LLC

Second: The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington Zip code 19808. The name of its Registered agent at such address is Corporation Service Company

Third: (Use this paragraph only if the company is to have a specific effective date of dissolution: "The latest date on which the limited liability company is to dissolve is _____.")

Fourth: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation this 22nd day of November, 2011.

By: /s/ Kristie Putman
Authorized Person (s)
Name: Kristie Putman

Exhibit 3.537

LIMITED LIABILITY COMPANY AGREEMENT

OF

YORK PENNSYLVANIA HOLDINGS, LLC

November 22, 2011

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LIMITED LIABILITY COMPANY AGREEMENT
OF
YORK PENNSYLVANIA HOLDINGS, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 22nd day of November, 2011, by Tennyson Holdings, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be York Pennsylvania Holdings, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(l)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the

advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units. (a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in York Pennsylvania Holdings, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but

the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.l(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability: If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

TENNYSON HOLDINGS, LLC

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Executive Vice President & Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Tennyson Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.538

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:09 PM 11/22/2011
FILED 12:00 PM 11/22/2011
SRV 111220883 – 5069409 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

First: The name of the limited liability company is York Hospital Company, LLC

Second: The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington Zip code 19808. The name of its Registered agent at such address is Corporation Service Company

Third: (Use this paragraph only if the company is to have a specific effective date of dissolution: "The latest date on which the limited liability company is to dissolve is _____.")

Fourth: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation this 22nd day of November, 2011.

By: /s/ Kristie Putman
Authorized Person (s)
Name: Kristie Putman

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:16 PM 12/01/2011
FILED 12:07 PM 12/01/2011
SRV 111244801 – 5069409 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: York Hospital Company, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows: First: The name of the limited liability company is York Pennsylvania Hospital Company, LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 1st day of December, A.D. 2011.

By: /s/ Kristie Putman
Authorized Person(s)
Name: Kristie Putman
Print or Type

Exhibit 3.539

FIRST AMENDMENT
TO
OPERATING AGREEMENT
OF
YORK HOSPITAL COMPANY, LLC

This First Amendment to Operating Agreement of York Hospital Company, LLC ("Amendment'') is made and entered into as of December 1, 2011, by York Pennsylvania Holdings, LLC, a Delaware limited liability company ("Member").

WHEREAS, the Member has executed and delivered that certain Operating Agreement of York Hospital Company, LLC (the "Company") dated as of November 22, 2011 (the "Operating Agreement"); and

WHEREAS, the Member desires to amend the Operating Agreement to change the name of the Company.

NOW THEREFORE, IT IS

RESOLVED, that the Operating Agreement is hereby amended by deleting Section 2.1 in its entirety and inserting in lieu thereof the following:

2.1 Name. The name of the Company shall be **York Pennsylvania Hospital Company, LLC**.

FURTHER RESOLVED, except as set forth in this Amendment, the terms and provisions of the Operating Agreement are hereby ratified and declared to be in full force and effect. This Amendment shall be governed by the provisions of the Operating Agreement; provided, however, to the extent that the terms of this Amendment and Operating Agreement conflict, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the day and year first above set forth.

YORK PENNSYLVANIA HOLDINGS, LLC

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

LIMITED LIABILITY COMPANY AGREEMENT

OF

YORK HOSPITAL COMPANY, LLC

November 22, 2011

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LIMITED LIABILITY COMPANY AGREEMENT
OF
YORK HOSPITAL COMPANY, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 22nd day of November, 2011, by York Pennsylvania Holdings, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be York Hospital Company, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the

Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(l)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10. 7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by

which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more hold than one office in the Company. Section 11. 10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be

more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or

omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units. (a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in York Hospital Company, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.l(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

YORK PENNSYLVANIA HOLDINGS, LLC

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Executive Vice President & Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
York Pennsylvania Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37064	$ 100.00	100

Exhibit 5.1

September 17, 2014

CHS/Commmunity Health Systems, Inc.
4000 Meridian Boulevard
Franklin, TN 37067

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as New York counsel to CHS/Community Health Systems, Inc. (the "Issuer") and the entities identified on Exhibit A attached to this letter (collectively the "Guarantors") solely for the purpose of providing the opinions set forth in this letter and for no other purpose (including, but not limited to, conducting any negotiation or providing any legal or other advice) in connection with the filing by the Issuer with the Securities and Exchange Commission (the "Commission") of a Registration Statement on Form S-4 (the "Registration Statement"), which relates to the registration under the Securities Act of 1933, as amended, (the "Securities Act") of the offer and exchange of (1) up to $1,000,000,000 aggregate principal amount of the Issuer's 5.125% Senior Secured Notes due 2021 (collectively the "Secured Exchange Notes") that are to be (a) issued pursuant to an Indenture, dated as of January 27, 2014, among FWCT-2 Escrow Corporation ("Escrow Corp."), Regions Bank, as trustee, (the "Trustee") and Credit Suisse AG, as collateral agent, (the "Collateral Agent") (the "Original Secured Notes Indenture") as supplemented by an Assumption Supplemental Indenture, dated as of January 27, 2014, among the Issuer, certain of the Guarantors, the Trustee and the Collateral Agent (the "First Secured Notes Supplemental Indenture") and a Second Supplemental Indenture, dated as of June 30, 2014, executed by certain of the Guarantors and acknowledged by the Issuer, the Trustee and the Collateral Agent (the "Second Secured Notes Supplemental Indenture") (the Original Secured Notes Indenture as supplemented by the First Secured Notes Supplemental Indenture and the Second Secured Notes Supplemental Indenture being the "Secured Notes Indenture") in an exchange offer for a like aggregate original principal amount of currently outstanding 5.125% Senior Secured Notes due 2021 (the "Secured Notes Exchange Offer") in accordance with the terms of a Registration Rights Agreement, dated January 27, 2014, among Escrow Corp. and Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch") and Credit Suisse Securities (USA) LLC ("Credit Suisse"), as representatives of the initial purchasers named therein, (the "Unjoined Secured Notes Registration Rights Agreement") and a Registration Rights Joinder, dated as of January 27, 2014, executed by the Issuer and certain of the Guarantors and confirmed and accepted by Merrill Lynch and Credit Suisse, as representatives of several purchasers, (the "Secured Notes Registration Rights Joinder") (the Unjoined Secured Notes Registration Rights Agreement and the Secured Notes Registration Rights Joinder being collectively the "Secured Notes Registration Rights Agreement") and (b) guaranteed by the Guarantors pursuant to the Secured Notes Indenture (the guarantees by the Guarantors pursuant to the Secured Notes Indenture being collectively the "Secured Exchange

Notes Guarantees") and (2) up to $3,000,000,000 aggregate principal amount of the Issuer's 6.875% Senior Notes due 2022 (collectively the "Unsecured Exchange Notes") that are to be (a) issued pursuant to an Indenture, dated as of January 27, 2014, between Escrow Corp. and the Trustee (the "Original Unsecured Notes Indenture") as supplemented by an Assumption Supplemental Indenture, dated as of January 27, 2014, among the Issuer, certain of the Guarantors and the Trustee (the "First Unsecured Notes Supplemental Indenture") and a Second Supplemental Indenture, dated as of June 30, 2014, executed by certain of the Guarantors and acknowledged by the Issuer and the Trustee (the "Second Unsecured Notes Supplemental Indenture") (the Original Unsecured Notes Indenture as supplemented by the First Unsecured Notes Supplemental Indenture and the Second Unsecured Notes Supplemental Indenture being collectively the "Unsecured Notes Indenture") in an exchange offer for a like aggregate original principal amount of currently outstanding 6.875% Senior Notes due 2022 (the "Unsecured Notes Exchange Offer") in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, among Escrow Corp., Merrill Lynch and Credit Suisse, as representatives of the initial purchasers named therein, (the "Unjoined Unsecured Notes Registration Rights Agreement") and a Registration Rights Joinder, dated as of January 27, 2014, executed by the Issuer and certain of the Guarantors and confirmed and accepted by Merrill Lynch and Credit Suisse , as representatives of several purchasers, (the "Unsecured Notes Registration Rights Joinder") (the Unjoined Unsecured Notes Registration Rights Agreement and the Unsecured Notes Registration Rights Joinder being collectively the "Unsecured Notes Registration Rights Agreement") and (b) guaranteed by the Guarantors pursuant to the Unsecured Notes Indenture (the guarantees by the Guarantors pursuant to the Unsecured Notes Indenture being collectively the "Unsecured Exchange Notes Guarantees").

The opinions set forth in this letter are subject to the following qualifications:

1. The opinions set forth in this letter are based solely upon (a) our review of, as submitted to us, (i) executed copies of the Original Secured Notes Indenture, the First Secured Notes Supplemental Indenture, the Second Secured Notes Supplemental Indenture, the Unjoined Secured Notes Registration Rights Agreement, the Secured Notes Registration Rights Joinder, the Original Unsecured Notes Indenture, the First Unsecured Notes Supplemental Indenture, the Second Unsecured Notes Supplemental Indenture, the Unjoined Unsecured Notes Registration Rights Agreement and the Unsecured Notes Registration Rights Joinder, (ii) forms of the Exchange Notes and (iii) the Registration Statement (collectively the "Reviewed Documents") and (b) our review of law of the State of New York that a lawyer admitted to practice in the State of New York, exercising customary professional diligence, would normally be expected to recognize as being applicable to the transactions contemplated by the Reviewed Documents (collectively "New York Law"). Other than our review of the Reviewed Documents, we have not reviewed any document referred to in any of the Reviewed Documents or made any inquiry or other investigation as to any factual matter (including, but not limited to, (a) any review of any of the files and other records of the Issuer, any of the Guarantors, any affiliate of the Issuer or any of the Guarantors or any court or other governmental authority, (b) any review of any of our files and other records, (c) any inquiry of or other communication with any director, officer, member, manager, general partner, limited partner, employee or other agent of the Issuer, any of the Guarantors or any affiliate of the Issuer or any of the Guarantors or (d) any inquiry of any past or present attorney of ours).

2. We do not express any opinion concerning any law other than New York Law.

3. We have assumed without any inquiry or other investigation, (a) the legal capacity of each natural person, (b) the genuineness of each signature on any of the Reviewed Documents, the authenticity, accuracy and completeness of each of the Reviewed Documents and the conformity of each of the Reviewed Documents to the copy or form thereof submitted to us, (c) the accuracy on the date of this letter as well as on the date made of each statement as to any factual matter contained in any of the Reviewed Documents and (d) there not existing outside of the Reviewed Documents and New York Law anything that would render incorrect any opinion set forth in this letter.

4. This letter is given without regard to any change after the date of this letter with respect to any factual or legal matter, and we disclaim any obligation to notify you concerning any such change or any effect of any such change on any opinion set forth in this letter.

Subject to the qualifications set forth in this letter, it is our opinion that:

1. Assuming that (a) the Original Secured Notes Indenture was duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, Escrow Corp.), (b) each of the First Secured Notes Supplemental Indenture and the Second Secured Notes Supplemental Indenture was duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, the Issuer and those of the Guarantors that are parties thereto), (c) the Unjoined Secured Notes Registration Rights Agreement was duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, Escrow Corp.), (d) the Secured Notes Registration Rights Joinder was duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, the Issuer and those of the Guarantors that are parties thereto) and (e) the Secured Exchange Notes have been duly and validly authorized by the Issuer for issuance by the Issuer pursuant to the Secured Notes Indenture, the Secured Notes Registration Rights Agreement and the Secured Notes Exchange Offer, when duly and validly executed by the Issuer and duly and validly authenticated and delivered by the Trustee in accordance with the terms of the Secured Notes Indenture, the Secured Notes Registration Rights Agreement and the Secured Notes Exchange Offer, the Secured Exchange Notes will constitute legally valid and binding obligations of the Issuer, except as the enforcement thereof may be limited by any bankruptcy, insolvency, reorganization, moratorium or other similar law now or hereafter in effect relating to or affecting rights and remedies of creditors or by general equitable principles (collectively the “Enforceability Exceptions”).

2. Assuming that (a) Original Unsecured Notes Indenture was duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, Escrow Corp.), (b) each of the First Unsecured Notes Supplemental Indenture and the Second Unsecured Notes Supplemental Indenture was duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, the Issuer and those of the Guarantors that are parties thereto), (c) the Unjoined Unsecured Notes Registration Rights Agreement was duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, Escrow Corp.), (d) the Unsecured Notes Registration Rights Joinder was duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, the Issuer and those of the Guarantors that are parties thereto) and (e) the Unsecured Exchange Notes have been duly and validly authorized by the Issuer for issuance by the Issuer pursuant to the Unsecured Notes Indenture, the Unsecured Notes Registration Rights Agreement and the Unsecured Notes Exchange Offer, when duly and validly executed by the Issuer and duly and validly authenticated and delivered by the Trustee in accordance with the terms of the Unsecured Notes Indenture, the Unsecured Notes Registration Rights Agreement and the Unsecured Notes Exchange Offer, the Unsecured Exchange Notes will constitute legally valid and binding obligations of the Issuer, except as the enforcement thereof may be limited by the Enforceability Exceptions.

3. Assuming that (a) the Original Secured Notes Indenture was duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, Escrow Corp.), (b) each of the First Secured Notes Supplemental Indenture and the Second Secured Notes Supplemental Indenture was duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, the Issuer and those of the Guarantors that are parties thereto), (c) the Unjoined Secured Notes Registration Rights Agreement was duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, Escrow Corp.) and (d) the Secured Notes Registration Rights Joinder was duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, the Issuer and those of the Guarantors that are parties thereto), when the Secured Notes Exchange Notes have been duly and validly executed by the Issuer and duly and validly authenticated and delivered by the Trustee in accordance with the terms of the Secured Notes Indenture, the Secured Notes Registration Rights Agreement and the Secured Notes Exchange Offer, the Secured Exchange Notes Guarantees will constitute legally valid and binding obligations of the Guarantors, except as the enforcement thereof may be limited by the Enforceability Exceptions.

4. Assuming that (a) the Original Unsecured Notes Indenture was duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, Escrow Corp.), (b) each of the First Unsecured Notes Supplemental Indenture and the Second Unsecured Notes Supplemental Indenture was duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, the Issuer and those of the Guarantors that are parties thereto), (c) the Unjoined Unsecured Notes Registration Rights Agreement was duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, Escrow Corp.) and (d) the Unsecured Notes Registration Rights Joinder was duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, the Issuer and those of the Guarantors that are parties thereto), when the Unsecured Notes Exchange Notes have been duly and validly executed by the Issuer and duly

and validly authenticated and delivered by the Trustee in accordance with the terms of the Unsecured Notes Indenture, the Unsecured Notes Registration Rights Agreement and the Unsecured Notes Exchange Offer, the Unsecured Exchange Notes Guarantees will constitute legally valid and binding obligations of the Guarantors, except as the enforcement thereof may be limited by the Enforceability Exceptions.

We consent to the filing of this letter with the Commission as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the use of our name therein and in the related Prospectus under the caption "Legal Matters." In giving such consent, we do not admit that we are in the category of persons whose consent to such filing and use is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

HODGSON RUSS LLP

/s/ Hodgson Russ LLP

Exhibit A

Guarantors

Entity	Jurisdiction of Organization
Abilene Hospital, LLC	DE
Abilene Merger, LLC	DE
Affinity Health Systems, LLC	DE
Affinity Hospital, LLC	DE
Amory HMA, LLC	MS
Anna Hospital Corporation	IL
Anniston HMA, LLC	AL
Bartow HMA, LLC	FL
Berwick Hospital Company, LLC	DE
Big Bend Hospital Corporation	TX
Big Spring Hospital Corporation	TX
Biloxi H.M.A., LLC	MS
Birmingham Holdings II, LLC	DE
Birmingham Holdings, LLC	DE
Blue Island Hospital Company, LLC	DE
Blue Island Illinois Holdings, LLC	DE
Bluefield Holdings, LLC	DE
Bluefield Hospital Company, LLC	DE
Bluffton Health System LLC	DE
Brandon HMA, LLC	MS
Brevard HMA Holdings, LLC	FL
Brevard HMA Hospitals, LLC	FL
Brownsville Hospital Corporation	TN
Brownwood Hospital, L.P.	DE
Brownwood Medical Center, LLC	DE
Bullhead City Hospital Corporation	AZ
Bullhead City Hospital Investment Corporation	DE
Campbell County HMA, LLC	TN
Carlisle HMA, LLC	PA
Carlsbad Medical Center, LLC	DE
Carolinas JV Holdings General, LLC	DE
Carolinas JV Holdings, L.P.	DE
Central Florida HMA Holdings, LLC	DE
Central States HMA Holdings, LLC	DE

Entity	Jurisdiction of Organization
Centre Hospital Corporation	AL
Chester HMA, LLC	SC
CHHS Holdings, LLC	DE
CHS Kentucky Holdings, LLC	DE
CHS Pennsylvania Holdings, LLC	DE
CHS Virginia Holdings, LLC	DE
CHS Washington Holdings, LLC	DE
Citrus HMA, LLC	FL
Clarksdale HMA, LLC	MS
Clarksville Holdings II, LLC	DE
Clarksville Holdings, LLC	DE
Cleveland Hospital Corporation	TN
Cleveland Tennessee Hospital Company, LLC	DE
Clinton Hospital Corporation	PA
Coatesville Hospital Corporation	PA
Cocke County HMA, LLC	TN
College Station Hospital, L.P.	DE
College Station Medical Center, LLC	DE
College Station Merger, LLC	DE
Community GP Corp.	DE
Community Health Investment Company, LLC	DE
Community Health Systems, Inc.	DE
Community LP Corp.	DE
CP Hospital GP, LLC	DE
CPLP, LLC	DE
Crestwood Hospital, LLC	DE
Crestwood Hospital LP, LLC	DE
CSMC, LLC	DE
CSRA Holdings, LLC	DE
Deaconess Holdings, LLC	DE
Deaconess Hospital Holdings, LLC	DE
Deming Hospital Corporation	NM
Desert Hospital Holdings, LLC	DE
Detar Hospital, LLC	DE
DHFW Holdings, LLC	DE
DHSC, LLC	DE
Dukes Health System, LLC	DE
Dyersburg Hospital Corporation	TN
Emporia Hospital Corporation	VA

Entity	Jurisdiction of Organization
Evanston Hospital Corporation	WY
Fallbrook Hospital Corporation	DE
Florida HMA Holdings, LLC	DE
Foley Hospital Corporation	AL
Forrest City Arkansas Hospital Company, LLC	AR
Forrest City Hospital Corporation	AR
Fort Payne Hospital Corporation	AL
Fort Smith HMA, LLC	AR
Frankfort Health Partner, Inc.	IN
Franklin Hospital Corporation	VA
Gadsden Regional Medical Center, LLC	DE
Galesburg Hospital Corporation	IL
Granbury Hospital Corporation	TX
Granite City Hospital Corporation	IL
Granite City Illinois Hospital Company, LLC	IL
Greenville Hospital Corporation	AL
GRMC Holdings, LLC	DE
Hallmark Healthcare Company, LLC	DE
Hamlet H.M.A., LLC	NC
Health Management Associates, Inc.	DE
Health Management Associates, LP	DE
Health Management General Partner I, LLC	DE
Health Management General Partner, LLC	DE
HMA Fentress County General Hospital, LLC	TN
HMA Hospitals Holdings, LP	DE
HMA Santa Rosa Medical Center, LLC	FL
HMA Services GP, LLC	DE
Hobbs Medco, LLC	DE
Hospital Management Associates, LLC	FL
Hospital Management Services of Florida, LP	FL
Hospital of Barstow, Inc.	DE
Hospital of Fulton, Inc.	KY
Hospital of Louisa, Inc.	KY
Hospital of Morristown, Inc.	TN
Jackson HMA, LLC	MS
Jackson Hospital Corporation (KY)	KY
Jackson Hospital Corporation (TN)	TN
Jefferson County HMA, LLC	TN
Jourdanton Hospital Corporation	TX

Entity	Jurisdiction of Organization
Kay County Hospital Corporation	OK
Kay County Oklahoma Hospital Company, LLC	OK
Kennett HMA, LLC	MO
Key West HMA, LLC	FL
Kirksville Hospital Company, LLC	DE
Knoxville HMA Holdings, LLC	TN
Lakeway Hospital Corporation	TN
Lancaster Hospital Corporation	DE
Las Cruces Medical Center, LLC	DE
Lea Regional Hospital, LLC	DE
Lehigh HMA, LLC	FL
Lexington Hospital Corporation	TN
Lone Star HMA, L.P.	DE
Longview Clinic Operations Company, LLC	DE
Longview Medical Center, L.P.	DE
Longview Merger, LLC	DE
LRH, LLC	DE
Lutheran Health Network of Indiana, LLC	DE
Madison HMA, LLC	MS
Marion Hospital Corporation	IL
Martin Hospital Corporation	TN
Massillon Community Health System LLC	DE
Massillon Health System LLC	DE
Massillon Holdings, LLC	DE
McKenzie Tennessee Hospital Company, LLC	DE
McNairy Hospital Corporation	TN
MCSA, L.L.C.	AR
Medical Center of Brownwood, LLC	DE
Melbourne HMA, LLC	FL
Merger Legacy Holdings, LLC	DE
Mesquite HMA General, LLC	DE
Metro Knoxville HMA, LLC	TN
Mississippi HMA Holdings I, LLC	DE
Mississippi HMA Holdings II, LLC	DE
MMC of Nevada, LLC	DE
Moberly Hospital Company, LLC	DE
Monroe HMA, LLC	GA
MWMC Holdings, LLC	DE
Nanticoke Hospital Company, LLC	DE

Entity	Jurisdiction of Organization
Naples HMA, LLC	FL
National Healthcare of Leesville, Inc.	DE
National Healthcare of Mt. Vernon, Inc.	DE
National Healthcare of Newport, Inc.	DE
Navarro Hospital, L.P.	DE
Navarro Regional, LLC	DE
NC-DSH, LLC	NV
Northampton Hospital Company, LLC	DE
Northwest Arkansas Hospitals, LLC	DE
Northwest Hospital, LLC	DE
NOV Holdings, LLC	DE
NRH, LLC	DE
Oak Hill Hospital Corporation	WV
Oro Valley Hospital, LLC	DE
Palmer-Wasilla Health System, LLC	DE
Payson Hospital Corporation	AZ
Peckville Hospital Company, LLC	DE
Pennsylvania Hospital Company, LLC	DE
Phillips Hospital Corporation	AR
Phoenixville Hospital Company, LLC	DE
Poplar Bluff Regional Medical Center, LLC	MO
Port Charlotte HMA, LLC	FL
Pottstown Hospital Company, LLC	DE
Punta Gorda HMA, LLC	FL
QHG Georgia Holdings II, LLC	DE
QHG Georgia Holdings, Inc.	GA
QHG Georgia, LP	GA
QHG of Bluffton Company, LLC	DE
QHG of Clinton County, Inc.	IN
QHG of Enterprise, Inc.	AL
QHG of Forrest County, Inc.	MS
QHG of Fort Wayne Company, LLC	DE
QHG of Hattiesburg, Inc.	MS
QHG of Massillon, Inc.	OH
QHG of South Carolina, Inc.	SC
QHG of Spartanburg, Inc.	SC
QHG of Springdale, Inc.	AR
QHG of Warsaw Company, LLC	DE
Quorum Health Resources, LLC	DE

Entity	Jurisdiction of Organization
Red Bud Hospital Corporation	IL
Red Bud Illinois Hospital Company, LLC	IL
Regional Hospital of Longview, LLC	DE
River Oaks Hospital, LLC	MS
River Region Medical Corporation	MS
Rockledge HMA, LLC	FL
ROH, LLC	MS
Roswell Hospital Corporation	NM
Ruston Hospital Corporation	DE
Ruston Louisiana Hospital Company, LLC	DE
SACMC, LLC	DE
Salem Hospital Corporation	NJ
San Angelo Community Medical Center, LLC	DE
San Angelo Medical, LLC	DE
San Miguel Hospital Corporation	NM
Scranton Holdings, LLC	DE
Scranton Hospital Company, LLC	DE
Scranton Quincy Holdings, LLC	DE
Scranton Quincy Hospital Company, LLC	DE
Sebastian Hospital, LLC	FL
Sebring Hospital Management Associates, LLC	FL
Sharon Pennsylvania Holdings, LLC	DE
Sharon Pennsylvania Hospital Company, LLC	DE
Shelbyville Hospital Corporation	TN
Siloam Springs Arkansas Hospital Company, LLC	DE
Siloam Springs Holdings, LLC	DE
Southeast HMA Holdings, LLC	DE
Southern Texas Medical Center, LLC	DE
Southwest Florida HMA Holdings, LLC	DE
Spokane Valley Washington Hospital Company, LLC	DE
Spokane Washington Hospital Company, LLC	DE
Statesville HMA, LLC	NC
Tennessee HMA Holdings, LP	DE
Tennyson Holdings, LLC	DE
Tomball Texas Holdings, LLC	DE
Tomball Texas Hospital Company, LLC	DE
Tooele Hospital Corporation	UT
Triad Healthcare Corporation	DE
Triad Holdings III, LLC	DE

Entity	Jurisdiction of Organization
Triad Holdings IV, LLC	DE
Triad Holdings V, LLC	DE
Triad Nevada Holdings, LLC	DE
Triad of Alabama, LLC	DE
Triad of Oregon, LLC	DE
Triad-ARMC, LLC	DE
Triad-El Dorado, Inc.	AR
Triad-Navarro Regional Hospital Subsidiary, LLC	DE
Tunkhannock Hospital Company, LLC	DE
Van Buren H.M.A., LLC	AR
Venice HMA, LLC	FL
VHC Medical, LLC	DE
Vicksburg Healthcare, LLC	DE
Victoria Hospital, LLC	DE
Victoria of Texas, L.P.	DE
Virginia Hospital Company, LLC	VA
Warren Ohio Hospital Company, LLC	DE
Warren Ohio Rehab Hospital Company, LLC	DE
Watsonville Hospital Corporation	DE
Waukegan Hospital Corporation	IL
Waukegan Illinois Hospital Company, LLC	IL
Weatherford Hospital Corporation	TX
Weatherford Texas Hospital Company, LLC	TX
Webb Hospital Corporation	DE
Webb Hospital Holdings, LLC	DE
Wesley Health System LLC	DE
West Grove Hospital Company, LLC	DE
WHMC, LLC	DE
Wilkes-Barre Behavioral Hospital Company, LLC	DE
Wilkes-Barre Holdings, LLC	DE
Wilkes-Barre Hospital Company, LLC	DE
Williamston Hospital Corporation	NC
Winder HMA, LLC	GA
Women & Children's Hospital, LLC	DE
Woodland Heights Medical Center, LLC	DE
Woodward Health System, LLC	DE
Yakima HMA, LLC	WA
York Pennsylvania Holdings, LLC	DE
York Pennsylvania Hospital Company, LLC	DE
Youngstown Ohio Hospital Company, LLC	DE

Exhibit 5.2

BRADLEY ARANT BOULT CUMMINGS LLP

September 17, 2014

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, Tennessee 37067

Ladies and Gentlemen:

We have acted as special Alabama, Mississippi, and North Carolina counsel to CHS/Community Health Systems, Inc. (the "***Company***") and the Guarantors (as defined below), each organized and existing under the laws of the States of Alabama, Mississippi, or North Carolina, as applicable, in connection with the filing by the Company with the Securities and Exchange Commission (the "***Commission***") of a Registration Statement on Form S-4 (the "***Registration Statement***"), which relates to the registration under the Securities Act of 1933, as amended (the "***Securities Act***"), of the offer and exchange of up to $1,000,000,000 aggregate principal amount of the Company's 5.125% senior secured notes due 2021 (the "***Secured Exchange Notes***") that are to be general senior secured obligations of the Company and unconditionally guaranteed on a senior secured basis by Community Health Systems, Inc. ("***Holdings***") and certain of the Company's current and future domestic subsidiaries, including the Alabama, Mississippi, and North Carolina entities set forth on Schedule I attached hereto (the subsidiary guarantors set forth on Schedule I attached hereto being collectively referred to herein as the "***Guarantors***"), and $3,000,000,000 aggregate principal amount of the Company's 6.875% senior unsecured notes due 2022 (the "***Unsecured Exchange Notes***," and, together with the Secured Exchange Notes, the "***Exchange Notes***") that are to be guaranteed on a senior unsecured basis by Holdings and certain of the Company's current and future domestic subsidiaries, including the Guarantors. The Secured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among FWCT-2 Escrow Corporation ("***Escrow Corp***"), the guarantors party thereto, Regions Bank, as trustee (the "***Trustee***") and Credit Suisse AG, as collateral agent (the "***Collateral Agent***"), as supplemented by the Assumption Supplemental Indenture, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, the Trustee and the Collateral Agent, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto, the Trustee and the Collateral Agent (collectively, the "***Secured Notes Indenture***"). The Unsecured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among Escrow Corp, the guarantors party thereto and the Trustee, as supplemented by the Assumption Supplement Indenture, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, and the Trustee, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto and the Trustee (collectively, the "***Unsecured Notes Indenture***," and, together with the Secured Notes Indenture, the "***Indentures***").

The Secured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 5.125% senior secured notes due 2021 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, by and among Escrow Corp and Merrill Lynch, Pierce, Fenner & Smith Incorporated ("***Merrill Lynch***") and Credit Suisse Securities (USA) LLC ("***Credit Suisse***"), each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Secured Notes Registration Rights Agreement***"). The Unsecured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 6.875% senior notes due 2022 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, by and among Escrow Corp and Merrill Lynch and Credit Suisse, each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Unsecured Notes Registration Rights Agreement***," and, together with the Secured Notes Registration Rights Agreement, the "***Registration Rights Agreements***").

In rendering our opinions herein, we have relied with respect to factual matters, upon the representations, warranties and other information in the Notes Documents (as defined below), the Officers' Certificate (defined below), and certificates of public officials referred to below. In addition thereto, we have reviewed and relied upon originals or certified, conformed or reproduction copies of (i) the records and documents of the Guarantors and the certificates of public officials listed on Schedule II attached hereto (the "**Entity Documents**"), and (ii) the following documents (the "**Notes Documents**"):

(i) the Secured Notes Registration Rights Agreement;

(ii) the Unsecured Notes Registration Rights Agreement;

(iii) the Secured Notes Indenture;

(iv) the Unsecured Notes Indenture;

(v) the forms of Exchange Notes;

(vi) the Registration Statement; and

(vii) the prospectus contained within the Registration Statement (the "***Prospectus***").

We have reviewed no other documents in connection with the preparation or issuance of this opinion.

In our examination, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, facsimile, conformed or photostatic copies and the authenticity of the originals of such latter documents. In addition, we have assumed that none of the Guarantors is insolvent or shall be rendered insolvent as a result of the transactions contemplated by the Notes Documents.

Subject to the assumptions, exceptions and limitations hereinabove and hereinafter stated, it is our opinion that:

(1) Based solely on the respective Certificates of Existence (as defined on Schedule II) for such entities, each Guarantor is validly existing and in good standing under the laws of the State of Alabama, Mississippi, or North Carolina, as applicable.

(2) Each Guarantor has the requisite corporate or limited liability company, as applicable, power to execute, deliver and perform its obligations under the Indentures.

(3) The execution and delivery by each Guarantor of the Indentures and the performance of its obligations thereunder have been duly authorized by each Guarantor.

Unless explicitly addressed herein, this opinion does not address any of the following legal issues, and we specifically express no opinion with respect thereto:

(a) State securities laws and regulations (including all "Blue Sky" or legal investment laws), and state laws and regulations relating to commodity (and other) futures and indices and other similar instruments.

(b) State pension and employee benefit laws and regulations.

(c) State antitrust and unfair competition laws and regulations.

(d) Compliance with state fiduciary duty requirements or the consequences of any breach thereof.

(e) State environmental laws and regulations.

(f) State land use, zoning, building, construction, and subdivision laws and regulations.

(g) Any laws, rules, or regulations of any county, municipality, or similar political subdivision of any state or the agencies or instrumentalities thereof.

(h) State tax laws and regulations.

(i) State patent, copyright, trademark, and other state intellectual property laws and regulations.

(j) State racketeering laws and regulations.

(k) State health and safety laws and regulations.

(l) State labor laws and regulations.

(m) State laws, regulations and policies concerning (i) national and local emergency and terrorism, (ii) possible judicial deference to acts of sovereign states, (iii) corrupt practices, and (iv) criminal and civil forfeiture laws.

(n) State insurance laws and regulations.

(o) Other state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes).

(p) State banking and financial institution and financial services laws.

(q) State laws and regulations regarding usury, interest rates, loan fees, and other loan, lender, or transaction charges or fees.

(r) Any state anti-kickback or anti-referral laws, and regulations promulgated thereunder.

(s) Laws or regulations relating to swaps and other interest rate hedging arrangements or guarantees of obligations arising thereunder.

Further, the opinions set forth above are subject to the following qualifications and limitations:

(a) We express no opinion regarding (i) the effect of bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer and other similar laws relating to or affecting the rights of creditors generally and (ii) restrictions relating to capital adequacy that may be applicable to the Guarantors to the extent the transactions or any Agreement may be deemed a dividend or distribution.

(b) Under Alabama, Mississippi, and North Carolina corporate and limited liability company law, our opinions as to the authority of each Guarantor to enter into the Notes Documents and the transactions described therein are subject to the assumptions that (i) no Guarantor is insolvent or rendered insolvent by the execution of the Notes Documents, because certain aspects of the transactions may be regarded as distributions under applicable corporate and limited liability company laws and distributions may not be made by corporations or limited liability companies that are insolvent or are rendered insolvent thereby, and (ii) the transactions are "fair" to each Guarantor within the meaning of applicable corporate and limited liability company laws, which may render voidable certain transactions among entities with interlocking directors, managers, shareholders, members, or officers that are otherwise "interested" in the transaction unless the transaction is (y) approved by certain parties that are not available in connection with the transactions, or (z) fair to the corporation or limited liability company.

(c) We note that the Notes Documents are governed by the laws of the State of New York. We express no opinion regarding the enforceability of any provisions of the Agreements or the sufficiency of such documents to create or perfect a security interest or enforceable liens on any property or collateral described therein.

We are admitted to practice law in the States of Alabama, Mississippi, and North Carolina, and we do not express any opinion as to the laws of any other jurisdiction, including federal law.

This opinion is limited to the matters expressly set forth above, and no opinion is implied or may be inferred beyond the matters expressly so stated. We assume no obligation to advise you of any future changes in the facts or law relating to the matters covered by this opinion.

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the use of our name therein and in the related Prospectus under the caption "Legal Matters." In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ Bradley Arant Boult Cummings LLP

Schedule I

Guarantors

1. Anniston HMA, LLC, an Alabama limited liability company
2. Centre Hospital Corporation, an Alabama corporation
3. Foley Hospital Corporation, an Alabama corporation
4. Fort Payne Hospital Corporation, an Alabama corporation
5. Greenville Hospital Corporation, an Alabama corporation
6. QHG of Enterprise, Inc., an Alabama corporation
7. Amory HMA, LLC, a Mississippi limited liability company
8. Biloxi H.M.A., LLC, a Mississippi limited liability company
9. Brandon HMA, LLC, a Mississippi limited liability company
10. Clarksdale HMA, LLC, a Mississippi limited liability company
11. Jackson HMA, LLC, a Mississippi limited liability company
12. Madison HMA, LLC, a Mississippi limited liability company
13. QHG of Forrest County, Inc., a Mississippi corporation
14. QHG of Hattiesburg, Inc., a Mississippi corporation
15. River Oaks Hospital, LLC, a Mississippi limited liability company
16. River Region Medical Corporation, a Mississippi corporation
17. ROH, LLC, a Mississippi limited liability company
18. Hamlet H.M.A., LLC, a North Carolina limited liability company
19. Statesville HMA, LLC, a North Carolina limited liability company
20. Williamston Hospital Corporation, a North Carolina corporation

Schedule II

Entity Documents

1. The certificate with respect to various factual matters signed by an officer of each of the Guarantors and dated the date of this opinion (the "**Officers' Certificate**").

2. Certificates of Existence for the following entities issued by the Alabama Secretary of State on the respective dates listed below (the "**Alabama Certificates of Existence**"):

Anniston HMA, LLC	August 25, 2014
Centre Hospital Corporation	August 25, 2014
Foley Hospital Corporation	August 25, 2014
Fort Payne Hospital Corporation	August 25, 2014
Greenville Hospital Corporation	August 25, 2014
QHG of Enterprise, Inc.	August 25, 2014

3. Certificates of Good Standing for the following entities issued by the Alabama Department of Revenue on the respective dates listed below (the "**Alabama Certificates of Good Standing**"):

Anniston HMA, LLC	August 25, 2014
Centre Hospital Corporation	August 25, 2014
Foley Hospital Corporation	August 25, 2014
Fort Payne Hospital Corporation	August 25, 2014
Greenville Hospital Corporation	August 25, 2014
QHG of Enterprise, Inc.	August 25, 2014

4. Certificates of Good Standing for the following entities issued by the Mississippi Secretary of State on the respective dates listed below (the "**Mississippi Certificates of Good Standing**"):

Amory HMA, LLC	August 25, 2014
Biloxi H.M.A., LLC	August 25, 2014
Brandon HMA, LLC	August 25, 2014
Clarksdale HMA, LLC	August 25, 2014
Jackson HMA, LLC	August 25, 2014
Madison HMA, LLC	August 25, 2014
QHG of Forrest County, Inc.	August 25, 2014
QHG of Hattiesburg, Inc.	August 25, 2014
River Oaks Hospital, LLC	August 25, 2014
River Region Medical Corporation	August 25, 2014
ROH, LLC	August 25, 2014

5. Certificates of Existence for the following entities issued by the North Carolina Secretary of State on the respective dates listed below (the "**North Carolina Certificates of Existence**," and together with the Alabama Certificates of Existence, the Alabama Certificates of Good Standing, and the Mississippi Certificates of Good Standing, the "**Certificates of Existence**"):

Hamlet H.M.A., LLC	August 25, 2014
Statesville HMA, LLC	August 25, 2014
Williamston Hospital Corporation	August 25, 2014

6. Articles of Incorporation, Articles of Organization, and applicable amendment documents for each of the Guarantors, as certified by the Alabama Secretary of State, the Mississippi Secretary of State, and the North Carolina Secretary of State, as applicable, on or about the date hereof.

7. Bylaws, operating agreements, and applicable amendment documents for each of the Guarantors, as certified by an officer of each of the Guarantors as in effect on the date hereof.

8. Resolutions for each of the Guarantors adopted by the applicable governing body of each of the Guarantors, as certified by an officer of each of the Guarantors as in effect on the date hereof.

Exhibit 5.3

KUTAK ROCK LLP

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RICHMOND
SCOTTSDALE
SPOKANE
WASHINGTON
WICHITA

September 17, 2014

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, Tennessee 37067

Re: Arkansas Guarantors – 5.125% senior secured notes due 2021 and 6.875% senior unsecured notes due 2022 to be issued by CHS/Community Health Systems, Inc. pursuant to the Indentures dated as of January 27, 2014, as subsequently supplemented and more particularly described below

Ladies and Gentlemen:

We have acted as Arkansas (the "State") special counsel to CHS/Community Health Systems, Inc., a Delaware corporation (the "***Company***"), the Arkansas Guarantors (as defined below), each organized and existing under the laws of the State of Arkansas, in connection with the filing by the Company with the Securities and Exchange Commission (the "***Commission***") of a Registration Statement on Form S-4 (the "***Registration Statement***"), which relates to the registration under the Securities Act of 1933, as amended (the "***Securities Act***"), of the offer and exchange of up to $1,000,000,000 aggregate principal amount of the Company's 5.125% senior secured notes due 2021 (the "***Secured Exchange Notes***") that are to be general senior secured obligations of the Company and unconditionally guaranteed on a senior secured basis by Community Health Systems, Inc. ("***Holdings***") and certain of the Company's current and future domestic subsidiaries, including the Arkansas entities set forth on Schedule I attached hereto (the subsidiary guarantors set forth on Schedule I attached hereto being collectively referred to herein as the "***Arkansas Guarantors***"), and $3,000,000,000 aggregate principal amount of the Company's 6.875% senior unsecured notes due 2022 (the "***Unsecured Exchange Notes***," and, together with the Secured Exchange Notes, the "***Exchange Notes***") that are to be guaranteed on a senior unsecured basis by Holdings and certain of the Company's current and future domestic subsidiaries, including the Arkansas Guarantors. The Secured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among FWCT-2 Escrow Corporation ("***Escrow Corp***"), the guarantors party thereto, Regions Bank, as trustee (the "***Trustee***") and Credit Suisse AG, as collateral agent (the "***Collateral Agent***"), as supplemented by the Assumption Supplemental Indenture, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, the Trustee and the Collateral Agent, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto, the Trustee and the Collateral Agent (collectively, the "***Secured Notes Indenture***"). The Unsecured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among Escrow Corp, the guarantors party thereto and the Trustee, as supplemented by the Assumption Supplement Indenture, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, and the Trustee, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto and the Trustee (collectively, the "***Unsecured Notes Indenture***," and, together with the Secured Notes Indenture, the "***Indentures***").

The Secured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 5.125% senior secured notes due 2021 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, by and among Escrow Corp and Merrill Lynch, Pierce, Fenner & Smith Incorporated ("***Merrill Lynch***") and Credit Suisse Securities (USA) LLC ("***Credit Suisse***"), each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Secured Notes Registration Rights Agreement***"). The Unsecured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 6.875% senior notes due 2022 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, by and among Escrow Corp and Merrill Lynch and Credit Suisse, each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Unsecured Notes Registration Rights Agreement***," and, together with the Secured Notes Registration Rights Agreement, the "***Registration Rights Agreements***").

"***State Law***" means the laws of the State of Arkansas that an Arkansas lawyer exercising customary professional diligence would reasonably be expected to recognize as being applicable to the Arkansas Guarantors; provided that "State Law" does not include any statute, rule, regulation, ordinance, order or other promulgation of any regional or local governmental body or as to any related judicial or administrative decision. We have not examined, and we do not opine, as to the law of any other jurisdiction, whether applicable directly or through State Law. We are not rendering any opinion as to the effect or applicability of any statute, rule, regulation, ordinance, decree or decisional law relating to antitrust, banking, land use, environmental, pension, employee benefit, tax, fraudulent conveyance or transfer, usury, laws governing the legality of investments for regulated entities, regulations T, U or X of the Board of Governors of the Federal Reserve System or any laws, rules, regulations, or administrative decisions of any political subdivision of any state including any county, city, municipality, town or special subdivision, or any applicable telecommunications or other trade-specific regulatory laws. Furthermore, we express no opinion with respect to: compliance with the Securities Act, antifraud laws, or any other law, rules or regulations relating to securities or the offer and sale thereof; compliance with fiduciary duties by the Company's or Arkansas Guarantors' boards of directors or other governing bodies; compliance with safe harbors for disinterested board of director or other governing body approvals; compliance with state securities or blue sky laws; and compliance with the Investment Company Act of 1940 or the Trust Indenture Act of 1939. Our opinion herein is limited to the matters set forth herein in effect on the date hereof. Our opinion herein is limited to the effect on the subject transaction of State Law as in effect on the date hereof. We disclaim any obligation to advise you of any change in law or subsequent developments in law or changes in facts or circumstances which might affect any matters or opinions set forth herein. We assume no responsibility regarding the applicability to such transactions, or the effect thereon, of the laws of any other jurisdiction.

In rendering our opinions herein, with your permission we have relied with respect to factual matters, without any independent investigation or verification, upon the Officers' Certificate (defined below), the certificates of public officials referred to below, and the representations, warranties, and factual statements set forth in the Transaction Documents (defined below). In addition thereto, we have reviewed and relied upon the following:

(i) the organizational documents and instruments of the Arkansas Guarantors described on Exhibit A hereto (the "***Organizational Documents***");

(ii) the certificate with respect to various factual matters and corporate documents signed by an officer of each of the Arkansas Guarantors and dated the date of this opinion (the "***Officers' Certificate***");

(iii) the Secured Notes Registration Rights Agreement;

(iv) the Unsecured Notes Registration Rights Agreement;

(v) the Secured Notes Indenture;

(vi) the Unsecured Notes Indenture;

(vii) the forms of Exchange Notes;

(viii) the Registration Statement; and

(ix) the prospectus contained within the Registration Statement (the "***Prospectus***").

Items (iii) through (ix) above are collectively referenced herein as the "***Transaction Documents***".

Our opinions herein are subject to the following assumptions, qualifications, limitations, and exclusions in addition to any and all others set forth herein:

(a) In reaching the opinion set forth below, we have assumed, without any investigation, inquiry or review: (i) the genuineness of all signatures, (ii) the authenticity and completeness of all documents submitted to us as originals, (iii) the legal capacity of natural persons executing such documents, (iv) the authenticity and conformity to original documents of documents submitted to us as certified, photostatic, facsimile or electronically transmitted copies, (v) the effectiveness, completeness, and accuracy of all corporate records provided to us, (vi) the Transaction Documents comply in all respects with the transaction described in the corporate minutes and resolutions described in the Officer's Certificate and accurately describe and contain the mutual understanding of the parties, and that there are no written or oral agreements or courses of dealing, conduct, or performance that modify, amend, vary, or revoke, or purport to modify, amend, vary or revoke, all or any portion of the Transaction Documents, and that there has been no waiver of any provision of the Transaction Documents, (vii) the Transaction Documents were duly delivered for value and for the consideration provided for therein or contemplated thereby, (viii) no fraud, duress or mutual mistake of fact exists with relation to the execution, acknowledgement, delivery, performance, recordation or filing of any of the Transaction Documents and any documents related thereto; and (ix) all Transaction Documents have been duly filed, recorded, executed, and delivered, as applicable and to extent necessary for the validity and enforceability thereof. We have also relied, as to all questions of fact material to this opinion letter, upon the Transaction Documents. We have not conducted any independent investigation or review of, or attempted to verify independently, such factual matters or as to the accuracy or completeness of any representation, warranty, data or any other information, whether written or oral, that may have been made by or on behalf of the parties to any of Transaction Documents, including but not limited to the Officer's Certificate.

(b) To the extent it may be relevant to the opinions expressed herein, we have assumed that the parties to the Transction Documents, other than the Arkansas Guarantors, have the requisite organizational power and authority to enter into and perform such documents and that such documents have been duly authorized, executed and delivered by, and constitute legal, valid and binding obligations of, such other parties.

Subject to the assumptions, exceptions and limitations hereinabove and hereinafter stated, and based upon State Law, it is our opinion that:

(1) Based solely on the certificates of good standing identified on Exhibit A, each Arkansas Guarantor is validly existing and in good standing under State Law.

(2) Each Arkansas Guarantor has the requisite corporate (with respet to those Arkansas Guarantors which are corporations) or limited liability company (with respect to those Arkansas Guarantors which are limited liability companies) power to execute, deliver and perform its obligations under the Indentures, including its guarantee of the Exchange Notes.

(3) The execution and delivery by each Arkansas Guarantor of the Indentures and the performance of its obligations thereunder, including guaranteeing the Exchange Notes in accordance with the provisions of the Indentures, have been duly authorized by each Arkansas Guarantor.

This opinion is limited to the matters expressly set forth above, and no opinion is implied or may be inferred beyond the matters expressly so stated. We assume no obligation to advise you of any future changes in the facts or law relating to the matters covered by this opinion.

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the use of our name therein and in the related Prospectus under the caption "Legal Matters." In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

We are opining only as to the matters expressly set forth herein, and no opinion should be inferred as to any other matters including, without limitation, any opinions as to the enforceability of the Transaction Documents. We expressly assume that the Transaction Documents, contain typical and customary terms and provisions and that the Indentures are enforceable in accordance with their terms. This opinion letter is provided to you as a legal opinion only and not as a guaranty or warranty of the matters discussed herein.

Sincerely,

/s/ KUTAK ROCK LLP

Schedule I

Arkansas Guarantors

Name of Arkansas Guarantor	State of Organization
Forrest City Arkansas Hospital Company, LLC	AR
Forrest City Hospital Corporation	AR
Fort Smith HMA, LLC	AR
MCSA, L.L.C.	AR
Phillips Hospital Corporation	AR
QHG of Springdale, Inc.	AR
Triad - El Dorado, Inc.	AR
Van Buren H.M.A., LLC	AR

Exhibit A
Organizational Documents

1. Forrest City Arkansas Hospital Company, LLC, an Arkansas limited liability company:
   A. Articles of Organization, filed with the Arkansas Secretary of State January 31, 2006 and certified by the Arkansas Secretary of State as of September 2, 2014;
   B. Operating Agreement dated January 31, 2006; and
   C. Good Standing Certificate issued by the Arkansas Secretary of State dated August 28, 2014.
2. Forrest City Hospital Corporation, an Arkansas corporation:
   A. Articles of Incorporation, filed with the Arkansas Secretary of State January 31, 2006 and certified by the Arkansas Secretary of State as of September 2, 2014;
   B. Bylaws dated January 31, 2006; and
   C. Good Standing Certificate issued by the Arkansas Secretary of State dated August 28, 2014.
3. MCSA, L.L.C., an Arkansas limited liability company:
   A. Articles of Organization, dated as of February 23, 1996 and certified by the Arkansas Secretary of State as of September 2, 2014;
   B. Third Amended And Restated Limited Liability Company Agreement dated April 1, 2009; and
   C. Good Standing Certificate issued by the Arkansas Secretary of State dated August 28, 2014.
4. Phillips Hospital Corporation, an Arkansas corporation:
   A. Articles of Incorporation, dated January 23, 2002 and certified by the Arkansas Secretary of State as of September 2, 2014;
   B. Bylaws dated January 24, 2002; and
   C. Good Standing Certificate issued by the Arkansas Secretary of State dated August 28, 2014.
5. QHG of Springdale, Inc., an Arkansas corporation:
   A. Articles of Incorporation, dated October 1, 1998 and certified by the Arkansas Secretary of State as of September 2, 2014;
   B. Undated Bylaws consisting of thirteen pages and attached to the Officers' Certificate; and
   C. Good Standing Certificate issued by the Arkansas Secretary of State dated August 28, 2014.
6. Triad - El Dorado, Inc., an Arkansas corporation:
   A. Articles of Incorporation, dated January 25, 1996, as amended May 7, 1999, and certified by the Arkansas Secretary of State as of September 2, 2014;
   B. Bylaws dated November 30, 1999; and
   C. Good Standing Certificate issued by the Arkansas Secretary of State dated August 28, 2014.

7. Fort Smith HMA, LLC, an Arkansas limited liability company:

   A. Articles of Organization, filed with the Arkansas Secretary of State as of September 28, 2009 and certified by the Arkansas Secretary of State as of September 2, 2014;

   B. Amended and Restated Limited Liability Company Agreement of Fort Smith HMA, LLC dated January 27, 2014; and

   C. Good Standing Certificate issued by the Arkansas Secretary of State dated August 28, 2014.

8. Van Buren H.M.A., LLC, an Arkansas limited liability company:

   A. Articles of Organization, filed with the Arkansas Secretary of State as of March 13, 2009 and certified by the Arkansas Secretary of State as of September 2, 2014;

   B. Amended and Restated Limited Liability Company Agreement of Van Buren H.M.A., LLC dated January 27, 2014; and

   C. Good Standing Certificate issued by the Arkansas Secretary of State dated August 28, 2014.

Exhibit 5.4

Snell & Wilmer
L.L.P.
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September 17, 2014

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, Tennessee 37067

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We are issuing this opinion in our capacity as special Arizona counsel for Bullhead City Hospital Corporation and Payson Hospital Corporation, each an Arizona corporation (each a "Guarantor" and, together the "Guarantors"), in connection with the Guarantors' proposed guarantees (the "Guarantees") of up to $1,000,000,000 aggregate principal amount 5.125% senior secured notes due 2021 of CHS/Community Health Systems, Inc. (the "Company"), a Delaware corporation (the "Secured Exchange Notes") and $3,000,000,000 aggregate principal amount of 6.875% senior unsecured notes due 2022 of the Company (the "Unsecured Exchange Notes," and, together with the Secured Exchange Notes, the "Exchange Notes"). The Secured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among FWCT-2 Escrow Corporation ("Escrow Corp"), the guarantors party thereto, Regions Bank, as trustee (the "Trustee") and Credit Suisse AG, as collateral agent (the "Collateral Agent"), as supplemented by the Assumption Supplemental Indenture, dated as of January 27, 2014, by and among the Company, the guarantors party thereto, the Trustee and the Collateral Agent, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto, the Trustee and the Collateral Agent (collectively, the "Secured Notes Indenture"). The Unsecured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among Escrow Corp, the guarantors party thereto and the Trustee, as supplemented by the Assumption Supplement Indenture, dated as of January 27, 2014, by and among the Company, the guarantors party thereto, and the Trustee, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto and the Trustee (collectively, the "Unsecured Notes Indenture," and, together with the Secured Notes Indenture, the "Indentures") as described in the filing by the Company with the Securities and Exchange Commission (the "Commission") of a Registration Statement on Form S-4 (the "Registration Statement").

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto other than the Guarantors, the legal capacity and competency of all natural persons, and the due authorization, execution and delivery of all documents by the parties thereto other than the Guarantors. As to any facts material to the opinions expressed herein that we have not independently established or verified, we have relied upon statements and representations of officers and other representatives of the Company and the Guarantors. In addition, we have reviewed and relied upon such records, documents, certificates and other instruments as in our judgment are necessary or appropriate to form the basis for rendering our opinions.

Subject to the assumptions, exceptions and limitations hereinabove and hereinafter stated, it is our opinion that:

(1) Each Guarantor is validly existing and in good standing under the laws of the State of Arizona.

(2) Each Guarantor has the requisite corporate power to guarantee the Exchange Notes and to perform its obligations under the Indentures with respect to the guarantee of the Exchange Notes.

(3) The creation by each Guarantor of the guarantee of the Exchange Notes in accordance with the Indentures and the performance of the Indentures by each Guarantor with respect to the guarantee of the Exchange Notes has been duly authorized by each Guarantor.

Our advice on every legal issue addressed in this letter is based exclusively on the internal law of the States of Arizona as in effect on the date hereof. None of the opinions or other advice contained in this letter considers or covers any foreign or state securities (or "blue sky") laws or regulations.

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the use of our name therein and in the related Prospectus under the caption "Legal Matters." In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ Snell & Wilmer L.L.P.

Exhibit 5.5

BASS BERRY + SIMS PLC

150 Third Avenue South, Suite 2800
Nashville, TN 37201
(615) 742-6200

September 17, 2014

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, Tennessee 37067

Ladies and Gentlemen:

We have acted as counsel to CHS/Community Health Systems, Inc. (the "***Company***"), Holdings (as defined below) and the Tennessee/Delaware Subsidiary Guarantors (as defined below), each organized and existing under the laws of the States of Tennessee or Delaware, as applicable, in connection with the filing by the Company with the Securities and Exchange Commission (the "***Commission***") of a Registration Statement on Form S-4 (the "***Registration Statement***"), which relates to the registration under the Securities Act of 1933, as amended (the "***Securities Act***"), of the offer and exchange of up to $1,000,000,000 aggregate principal amount of the Company's 5.125% senior secured notes due 2021 (the "***Secured Exchange Notes***") that are to be general senior secured obligations of the Company and unconditionally guaranteed on a senior secured basis by Community Health Systems, Inc. ("***Holdings***") and certain of the Company's current and future domestic subsidiaries, including the Tennessee and Delaware entities set forth on Schedule I attached hereto (the subsidiary guarantors set forth on Schedule I attached hereto being collectively referred to herein as the "***Tennessee/Delaware Subsidiary Guarantors***"), and $3,000,000,000 aggregate principal amount of the Company's 6.875% senior unsecured notes due 2022 (the "***Unsecured Exchange Notes***," and, together with the Secured Exchange Notes, the "***Exchange Notes***") that are to be guaranteed on a senior unsecured basis by Holdings and certain of the Company's current and future domestic subsidiaries, including the Tennessee/Delaware Subsidiary Guarantors. The Secured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among FWCT-2 Escrow Corporation ("***Escrow Corp***"), the guarantors party thereto, Regions Bank, as trustee (the "***Trustee***"), and Credit Suisse AG, as collateral agent (the "***Collateral Agent***"), as supplemented by the Assumption Supplemental Indenture, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, the Trustee and the Collateral Agent, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto, the Trustee and the Collateral Agent (collectively, the "***Secured Notes Indenture***"). The Unsecured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among Escrow Corp, the guarantors party thereto and the Trustee, as supplemented by the Assumption Supplement Indenture, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, and the Trustee, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto and the Trustee (collectively, the "***Unsecured Notes Indenture***," and, together with the Secured Notes Indenture, the "***Indentures***").

The Secured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 5.125% senior secured notes due 2021 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, by and among Escrow Corp and Merrill Lynch, Pierce, Fenner & Smith Incorporated ("***Merrill Lynch***") and Credit Suisse Securities (USA) LLC ("***Credit Suisse***"), each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Secured Notes Registration Rights Agreement***"). The Unsecured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 6.875% senior notes due 2022 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, by and among Escrow Corp and Merrill Lynch and Credit Suisse, each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the Company, Holdings, the

guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Unsecured Notes Registration Rights Agreement***," and, together with the Secured Notes Registration Rights Agreement, the "***Registration Rights Agreements***").

In rendering our opinions herein, we have relied with respect to factual matters, upon the certificate with respect to various factual matters signed by an officer of each of the Company, Holdings and the Tennessee/Delaware Subsidiary Guarantors and dated the date of this opinion, and certificates of public officials referred to below. In addition, we have reviewed and relied upon such corporate or other organizational documents of the Company, Holdings and the Tennessee/Delaware Subsidiary Guarantors and such other records, documents, certificates and other instruments as in our judgment are necessary or appropriate to form the basis for rendering our opinions, including, without limitation, the following:

(i) the Secured Notes Registration Rights Agreement;

(ii) the Unsecured Notes Registration Rights Agreement;

(iii) the Secured Notes Indenture;

(iv) the Unsecured Notes Indenture;

(v) the forms of Exchange Notes;

(vi) the Registration Statement; and

(vii) the prospectus contained within the Registration Statement (the "***Prospectus***").

In connection with our examination of documents, we have assumed the genuineness of signatures on original documents, the authenticity of all documents submitted to us as originals, the conformity to the original documents of all copies submitted to us as certified, conformed or photographic copies, the legal capacity of all natural persons, and, as to certificates of public officials, we have assumed the same to have been properly given and to be accurate. We have assumed that all documents we have reviewed (i) are the valid and binding obligations of and enforceable against each party thereto and (ii) have been duly authorized, executed and delivered by each party thereto (other than to the extent we render opinions below as to due authorization, execution and delivery by the Company, Holdings or the Tennessee/Delaware Subsidiary Guarantors).

Except as expressly set forth in this opinion letter, we have made no independent investigation or inquiry as to the accuracy or completeness of any representation, warranty, data, certificate or other information, written or oral, made or furnished to us in connection with the transactions contemplated by the Registration Statement.

The opinions expressed herein are limited in all respects to the laws of the State of Tennessee, the Delaware General Corporation Law, the Delaware Limited Liability Company Act, and the Delaware Revised Uniform Limited Partnership Act, and no opinion is expressed with respect to (i) any federal laws of the United States of America or any other jurisdiction, or any effect which such laws may have on the opinions expressed herein, (ii) the bylaws, rules or regulations of the Financial Industry Regulatory Authority, Inc. or (iii) the securities or "blue sky" laws of any jurisdiction. We are not rendering any opinion, and we are not providing any assurance, as to compliance with any antifraud law, rule or regulation relating to securities, or to the sale or issuance thereof.

We have not undertaken any independent investigation to determine the existence or absence of facts, and no inference as to our knowledge of the existence or absence of any such facts should be drawn from the fact of our representation of the Company, Holdings or the Tennessee/Delaware Subsidiary Guarantors.

With regard to our opinion in paragraph 1 below with respect to the Company's, Holdings' and the Tennessee/Delaware Subsidiary Guarantors' good standing, we have based our opinions solely upon examination of the certificates of good standing issued by the Tennessee Secretary of State and the Delaware Secretary of State as of a recent date.

Based on the foregoing, and subject to the assumptions, limitations and qualifications set forth herein, we are of the opinion that:

(1) Each of the Company, Holdings and the Tennessee/Delaware Subsidiary Guarantors is validly existing and in good standing under the laws of its respective jurisdiction of incorporation or formation, as applicable.

(2) The Company has the requisite corporate power under the laws of the State of Delaware to execute, deliver and perform its obligations under the Indentures and the Exchange Notes and to issue the Exchange Notes.

(3) The execution and delivery by the Company of the Indentures and the performance of its obligations thereunder, including the issuance of the Exchange Notes, have been duly authorized by the Company by all necessary corporate action under Delaware law.

(4) Each of Holdings and the Tennessee/Delaware Subsidiary Guarantors has the requisite corporate, limited liability company, or limited partnership power, as applicable, under Delaware or Tennessee law, as applicable, to execute, deliver and perform its obligations under the Indentures, including the guarantee of the Exchange Notes.

(5) The execution and delivery by each of Holdings and the Tennessee/Delaware Subsidiary Guarantors of the Indentures and the performance of its obligations thereunder, including guaranteeing the Exchange Notes in accordance with the provisions of the Indentures, have been duly authorized by each of Holdings and the Tennessee/Delaware Subsidiary Guarantors by all necessary corporate, limited liability company or limited partnership action under Delaware or Tennessee law, as applicable.

We express no opinion as to compliance with Section 48-16-401 of the Tennessee Business Corporation Act or Section 48-249-306 of the Tennessee Revised Limited Liability Company Act, as applicable, insofar as the incurrence of the obligations governed by the Indentures may be deemed to be a distribution by any Tennessee/Delaware Subsidiary Guarantor that is incorporated or formed in the State of Tennessee.

Our opinion is rendered as of the date hereof, and we assume no obligation to advise you of any changes in the facts or law relating to the matters covered by this opinion that may hereafter come to our attention.

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the use of our name therein and in the related Prospectus under the caption "Legal Matters." In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,
/s/ Bass, Berry & Sims PLC

Schedule I

Tennessee/Delaware Subsidiary Guarantors

Name of Tennessee/Delaware Subsidiary Guarantor	State of Organization
Abilene Hospital, LLC	DE
Abilene Merger, LLC	DE
Affinity Health Systems, LLC	DE
Affinity Hospital, LLC	DE
Berwick Hospital Company, LLC	DE
Birmingham Holdings II, LLC	DE
Birmingham Holdings, LLC	DE
Blue Island Hospital Company, LLC	DE
Blue Island Illinois Holdings, LLC	DE
Bluefield Holdings, LLC	DE
Bluefield Hospital Company, LLC	DE
Bluffton Health System LLC	DE
Brownwood Hospital, L.P.	DE
Brownwood Medical Center, LLC	DE
Bullhead City Hospital Investment Corporation	DE
Carlsbad Medical Center, LLC	DE
Carolinas JV Holdings General, LLC	DE
Carolinas JV Holdings, L.P.	DE
Central Florida HMA Holdings, LLC	DE
Central States HMA Holdings, LLC	DE
CHHS Holdings, LLC	DE
CHS Kentucky Holdings, LLC	DE
CHS Pennsylvania Holdings, LLC	DE
CHS Virginia Holdings, LLC	DE
CHS Washington Holdings, LLC	DE
Clarksville Holdings II, LLC	DE
Clarksville Holdings, LLC	DE
Cleveland Tennessee Hospital Company, LLC	DE
College Station Hospital, L.P.	DE
College Station Medical Center, LLC	DE
College Station Merger, LLC	DE
Community GP Corp.	DE
Community Health Investment Company, LLC	DE
Community Health Systems, Inc.	DE
Community LP Corp.	DE
CP Hospital GP, LLC	DE
CPLP, LLC	DE

Crestwood Hospital, LLC	DE
Crestwood Hospital, LP, LLC	DE
CSMC, LLC	DE
CSRA Holdings, LLC	DE
Deaconess Holdings, LLC	DE
Deaconess Hospital Holdings, LLC	DE
Desert Hospital Holdings, LLC	DE
Detar Hospital, LLC	DE
DHFW Holdings, LLC	DE
DHSC, LLC	DE
Dukes Health System, LLC	DE
Fallbrook Hospital Corporation	DE
Florida HMA Holdings, LLC	DE
Gadsden Regional Medical Center, LLC	DE
GRMC Holdings, LLC	DE
Hallmark Healthcare Company, LLC	DE
Health Management Associates, Inc.	DE
Health Management Associates, LP	DE
Health Management General Partner I, LLC	DE
Health Management General Partner, LLC	DE
HMA Hospitals Holdings, LP	DE
HMA Services GP, LLC	DE
Hobbs Medco, LLC	DE
Hospital of Barstow, Inc.	DE
Kirksville Hospital Company, LLC	DE
Lancaster Hospital Corporation	DE
Las Cruces Medical Center, LLC	DE
Lea Regional Hospital, LLC	DE
Lone Star HMA, L.P.	DE
Longview Clinic Operations Company, LLC	DE
Longview Medical Center, L.P.	DE
Longview Merger, LLC	DE
LRH, LLC	DE
Lutheran Health Network of Indiana, LLC	DE
Massillon Community Health System LLC	DE
Massillon Health System LLC	DE
Massillon Holdings, LLC	DE
McKenzie Tennessee Hospital Company, LLC	DE
Medical Center of Brownwood, LLC	DE
Merger Legacy Holdings, LLC	DE
Mesquite HMA General, LLC	DE
Mississippi HMA Holdings I, LLC	DE

Mississippi HMA Holdings II, LLC	DE
MMC of Nevada, LLC	DE
Moberly Hospital Company, LLC	DE
MWMC Holdings, LLC	DE
Nanticoke Hospital Company, LLC	DE
National Healthcare of Leesville, Inc.	DE
National Healthcare of Mt. Vernon, Inc.	DE
National Healthcare of Newport, Inc.	DE
Navarro Hospital, L.P.	DE
Navarro Regional, LLC	DE
Northampton Hospital Company, LLC	DE
Northwest Arkansas Hospitals, LLC	DE
Northwest Hospital, LLC	DE
NOV Holdings, LLC	DE
NRH, LLC	DE
Oro Valley Hospital, LLC	DE
Palmer-Wasilla Health System, LLC	DE
Peckville Hospital Company, LLC	DE
Pennsylvania Hospital Company, LLC	DE
Phoenixville Hospital Company, LLC	DE
Pottstown Hospital Company, LLC	DE
QHG Georgia Holdings II, LLC	DE
QHG of Bluffton Company, LLC	DE
QHG of Fort Wayne Company, LLC	DE
QHG of Warsaw Company, LLC	DE
Quorum Health Resources, LLC	DE
Regional Hospital of Longview, LLC	DE
Ruston Hospital Corporation	DE
Ruston Louisiana Hospital Company, LLC	DE
SACMC, LLC	DE
San Angelo Community Medical Center, LLC	DE
San Angelo Medical, LLC	DE
Scranton Holdings, LLC	DE
Scranton Hospital Company, LLC	DE
Scranton Quincy Holdings, LLC	DE
Scranton Quincy Hospital Company, LLC	DE
Sharon Pennsylvania Holdings, LLC	DE
Sharon Pennsylvania Hospital Company, LLC	DE
Siloam Springs Arkansas Hospital Company, LLC	DE
Siloam Springs Holdings, LLC	DE
Southeast HMA Holdings, LLC	DE
Southern Texas Medical Center, LLC	DE

Southwest Florida HMA Holdings, LLC	DE
Spokane Valley Washington Hospital Company, LLC	DE
Spokane Washington Hospital Company, LLC	DE
Tennessee HMA Holdings, LP	DE
Tennyson Holdings, LLC	DE
Tomball Texas Holdings, LLC	DE
Tomball Texas Hospital Company, LLC	DE
Triad Healthcare Corporation	DE
Triad Holdings III, LLC	DE
Triad Holdings IV, LLC	DE
Triad Holdings V, LLC	DE
Triad Nevada Holdings, LLC	DE
Triad of Alabama, LLC	DE
Triad of Oregon, LLC	DE
Triad-ARMC, LLC	DE
Triad-Navarro Regional Hospital Subsidiary, LLC	DE
Tunkhannock Hospital Company, LLC	DE
VHC Medical, LLC	DE
Vicksburg Healthcare, LLC	DE
Victoria Hospital, LLC	DE
Victoria of Texas, L.P.	DE
Warren Ohio Hospital Company, LLC	DE
Warren Ohio Rehab Hospital Company, LLC	DE
Watsonville Hospital Corporation	DE
Webb Hospital Corporation	DE
Webb Hospital Holdings, LLC	DE
Wesley Health System LLC	DE
West Grove Hospital Company, LLC	DE
WHMC, LLC	DE
Wilkes-Barre Behavioral Hospital Company, LLC	DE
Wilkes-Barre Holdings, LLC	DE
Wilkes-Barre Hospital Company, LLC	DE
Women & Children's Hospital, LLC	DE
Woodland Heights Medical Center, LLC	DE
Woodward Health System, LLC	DE
York Pennsylvania Holdings, LLC	DE
York Pennsylvania Hospital Company, LLC	DE
Youngstown Ohio Hospital Company, LLC	DE
Brownsville Hospital Corporation	TN
Campbell County HMA, LLC	TN
Cleveland Hospital Corporation	TN
Cocke County HMA, LLC	TN

Dyersburg Hospital Corporation	TN
HMA Fentress County General Hospital, LLC	TN
Hospital of Morristown, Inc.	TN
Jackson Hospital Corporation (TN)	TN
Jefferson County HMA, LLC	TN
Knoxville HMA Holdings, LLC	TN
Lakeway Hospital Corporation	TN
Lexington Hospital Corporation	TN
Martin Hospital Corporation	TN
McNairy Hospital Corporation	TN
Metro Knoxville HMA, LLC	TN
Shelbyville Hospital Corporation	TN

Exhibit 5.6

Buchanan Ingersoll & Rooney PC

FOWLER WHITE BOGGS

501 East Kennedy Blvd., Suite 1700
Tampa, Florida 33602
T 813 228 7411
F 813 229 8313
www.bipc.com

September 17, 2014

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, Tennessee 37067

Re: Filing of the Registration Statement (as defined below) relating to the offer and exchange of the Exchange Notes (as defined below) and related guarantees issued pursuant to the Indentures (as defined below) and in accordance with the Registration Rights Agreements (as defined below)

Ladies and Gentlemen:

We have acted as special limited counsel in the State of Florida to CHS/Community Health Systems, Inc. (the "***Company***") and the Florida Guarantors (as defined below), each organized and existing under the laws of the State of Florida, in connection with the filing by the Company with the Securities and Exchange Commission (the "***Commission***") of a Registration Statement on Form S-4 (the "***Registration Statement***"), which relates to the registration under the Securities Act of 1933, as amended (the "***Securities Act***"), of the offer and exchange of up to $1,000,000,000 aggregate principal amount of the Company's 5.125% senior secured notes due 2021 (the "***Secured Exchange Notes***") that are to be general senior secured obligations of the Company and unconditionally guaranteed on a senior secured basis by Community Health Systems, Inc. ("***Holdings***") and certain of the Company's current and future domestic subsidiaries, including the Florida entities set forth on Schedule I attached hereto (the subsidiary guarantors set forth on Schedule I attached hereto being collectively referred to herein as the "***Florida Guarantors***"), and $3,000,000,000 aggregate principal amount of the Company's 6.875% senior unsecured notes due 2022 (the "***Unsecured Exchange Notes***," and, together with the Secured Exchange Notes, the "***Exchange Notes***") that are to be guaranteed on a senior unsecured basis by Holdings and certain of the Company's current and future domestic subsidiaries, including the Florida Guarantors. The Secured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among FWCT-2 Escrow Corporation ("***Escrow Corp***"), the guarantors party thereto, Regions Bank, as trustee (the "***Trustee***") and Credit Suisse AG, as collateral agent (the "***Collateral Agent***"), as supplemented by the Assumption Supplemental Indenture, dated as of January 27, 2014, by and among the

Company, Holdings, the guarantors party thereto, the Trustee and the Collateral Agent, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto, the Trustee and the Collateral Agent (collectively, the "***Secured Notes Indenture***"). The Unsecured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among Escrow Corp, the guarantors party thereto and the Trustee, as supplemented by the Assumption Supplement Indenture, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, and the Trustee, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto and the Trustee (collectively, the "***Unsecured Notes Indenture***," and, together with the Secured Notes Indenture, the "***Indentures***").

The Secured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 5.125% senior secured notes due 2021 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, by and among Escrow Corp and Merrill Lynch, Pierce, Fenner & Smith Incorporated ("***Merrill Lynch***") and Credit Suisse Securities (USA) LLC ("***Credit Suisse***"), each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Secured Notes Registration Rights Agreement***"). The Unsecured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 6.875% senior notes due 2022 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, by and among Escrow Corp and Merrill Lynch and Credit Suisse, each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Unsecured Notes Registration Rights Agreement***," and, together with the Secured Notes Registration Rights Agreement, the "***Registration Rights Agreements***").

In connection with our representation, we have made such legal and factual examinations and inquiries as are pertinent or necessary for the purpose of rendering the opinions herein expressed. We have examined and are familiar with the original or copies, certified or otherwise, identified to our satisfaction, of such documents, records and other instruments as are necessary for the furnishing of this letter.

In rendering our opinions herein, we have relied with respect to factual matters, upon the Officers' Certificate (defined below), and certificates of public officials referred to below. In addition thereto, we have reviewed and relied upon such records, documents, certificates and other instruments, originals or copies, certified or otherwise, as in our judgment are necessary or appropriate to form the basis for rendering our opinions, including, without limitation, the following:

(i) the articles of organization and operating agreement of each Florida Guarantor which is a limited liability company, and the certificate of limited partnership and partnership agreement of each Florida Guarantor which is a Florida limited partnership;

(ii) the certificate with respect to various factual matters signed by an officer of each of the Florida Guarantors and dated the date of this opinion (the "***Officers' Certificate***");

(iii) Certificate of Status of each Florida Guarantor dated September 11, 2014 (collectively, the "Certificates of Status," and individually with respect to a Florida Guarantor, the "Certificate of Status");

(iv) Minutes of the Special Meeting of the Board of Directors of each Florida Guarantor, held on January 27, 2014, and Action by Written Consent of the General Partner of the Florida Guarantor that is a Florida limited partnership, dated August 25, 2014, (collectively the "Resolutions");

(v) the Secured Notes Registration Rights Agreement;

(vi) the Unsecured Notes Registration Rights Agreement;

(vii) the Secured Notes Indenture;

(viii) the Unsecured Notes Indenture;

(ix) the forms of Exchange Notes;

(x) the Registration Statement; and

(xi) the prospectus contained within the Registration Statement (the "***Prospectus***").

The documents described in Paragraphs (i) through (iii) above are sometimes collectively hereinafter referred to as the "***Organizational Documents.***" The documents described in Paragraphs (iv) and (xi) above are collectively hereinafter referred to as the "***Transaction Documents***". The Organizational Documents and the Transaction Documents shall collectively be referred to as the "***Opinion Documents***."

We have also reviewed such other documents, instruments and certificates as we have deemed relevant or necessary to form the basis for the opinions set forth in this opinion letter.

For the purposes of this opinion, we have assumed, without independent verification or investigation, (i) the genuineness of all signatures of, and the authority of, persons signing the Opinion Documents, (ii) the authenticity of all documents submitted to us as originals, (iii) the conformity to authentic original documents of all documents submitted to us as certified, conformed or copies and (iv) the due authorization, execution and delivery of the Transaction Documents by the parties thereto other than the Florida Guarantors.

Subject to the assumptions, exceptions and limitations hereinabove and hereinafter stated, it is our opinion that:

1. Based on the Certificates of Status, each of the Florida Guarantors (other than Hospital Management Services of Florida, LP) is a validly existing limited liability company organized under the laws of the State of Florida and the limited liability company status of each Florida Grantor is active.

2. Based on the Certificate of Status of Hospital Management Services of Florida, LP, Hospital Management Services of Florida, LP, is a validly existing limited partnership organized under the laws of the State of Florida and its limited partnership status is active.

3. Each Florida Guarantor has the requisite limited liability company or limited partnership power, as the case may be, to execute, deliver and perform its obligations under the Indentures, including its guarantee of the Exchange Notes.

4. Based on the Resolutions, the execution and delivery by each Florida Guarantor of the Indentures and the performance of its obligations thereunder, including guaranteeing the Exchange Notes in accordance with the provisions of the Indentures, have been duly authorized by each Florida Guarantor.

No opinion is given or expressed, nor should any opinion be inferred or implied, as to the truthfulness, completeness or accuracy of any representation, warranty, certification or statement by any of the parties to the Opinion Documents or any document or item referred to or described in the Opinion Documents.

This opinion letter is limited to the matters expressly stated herein. No opinions are to be inferred or implied beyond the opinions expressly so stated.

No opinion is expressed herein with respect to any provision of the Transaction Documents that: (a) purports to excuse a party from liability for the party's own acts; (b) purports to make void any act done in contravention thereof; (c) purports to authorize a party to act in the party's sole discretion or purports to provide that determination by a party is conclusive; (d) requires waivers or amendments to be made only in writing; (e) purports to effect waivers of: (i) constitutional, statutory or equitable rights, (ii) the effect of applicable laws, (iii) any statute of limitations, (iv) broadly or vaguely stated rights, (v) unknown future defenses, or (vi) rights to damages; (f) imposes or permits: (i) liquidated damages, (ii) the appointment of a receiver, (iii) penalties, (iv) indemnification for gross negligence, willful misconduct or other wrongdoing, (v) confessions of judgment, or (vi) rights of self-help or forfeiture; (g) purports to limit or alter laws requiring mitigation of damages; (h) concerns choice of forum, consent or submission to the personal or subject matter jurisdiction of courts, venue of actions, means of service of process, waivers of rights to jury trials, and agreements regarding arbitration; (i) purports to reconstitute the terms thereof as necessary to avoid a claim or defense of usury; (j) purports to require a party thereto to pay or reimburse attorneys' fees incurred by another party, or to indemnify another party therefor, which provisions may be limited by applicable statutes and decisions relating to the collection and award of attorneys' fees; (k) relates to the evidentiary standards or other standards by which the Opinion Documents are to be construed, including, but not limited to, provisions that attempt to change or waive rules of evidence or fix the method or quantum of proof to be applied in litigation or similar proceedings; (l) prohibits or unreasonably restricts: (i) competition, (ii) the solicitation or acceptance of customers, business relationships or employees, (iii) the use or disclosure of information, or (iv) activities in restraint of trade; (m)

enumerates that remedies are not exclusive or that a party has the right to pursue multiple remedies without regard to other remedies elected or that all remedies are cumulative; (n) constitutes severability provisions; (o) permits the exercise, under certain circumstances, of rights without notice or without providing opportunity to cure failures to perform; (p) purports to create rights to setoff otherwise than in accordance with applicable law; (q) contains a blanket prohibition on assignments or a specific prohibition on assignment of payments due or to come due; or (r) purports to entitle any party to specific performance of any provision thereof.

Our opinions are further subject to the following qualifications and limitations: (i) provisions in the Transaction Documents which provide that any obligations of any Florida Guarantor thereunder will not be affected by the action or failure to act on the part of any other party thereto or by an amendment or waiver of the provisions contained in the other Transaction Documents might not be enforceable under circumstances in which such action, failure to act, amendment or waiver so materially changes the essential terms of the obligations that, in effect, a new contract has arisen between the parties; (ii) our opinions do not relate to any documents or instruments other than the Opinion Documents, and we express no opinion as to such other documents or instruments (including, without limitation, any documents or instruments referenced or incorporated in any of the Transaction Documents) or as to the interplay between the Opinion Documents and any such other documents and instruments; and (iii) we express no opinion as to any security interest created or purported to be created under the Transaction Documents.

Where our opinion herein with respect to the existence or absence of facts is indicated to be based on or to our knowledge, it is intended to signify that during the course of our representation as special counsel to the Florida Guarantors, no information has come to our attention which would give us actual knowledge of the existence or absence of such facts. When a matter is stated herein to be “to our knowledge” it means the actual current recollections of those persons in our firm who have given substantive attention to the transactions contemplated in the Transaction Documents and does not include constructive knowledge of matters or information. Such phrase does not imply that we have undertaken any independent investigation within our firm, with the Florida Grantors or with any third party to determine the existence or absence of any facts or circumstances, and no inference should be drawn merely from our past or current representation of the Florida Guarantors.

This firm takes no responsibility for updating our opinion to take into account any event, action, interpretation, change of law or similar item after the date hereof.

We are licensed to practice law in the State of Florida, and we have not examined the laws of any other jurisdiction in connection with this opinion letter. Accordingly, the foregoing opinions apply only with respect to the present laws of the State of Florida, and we express no opinion with respect to the laws of any other jurisdiction. Regardless of anything herein to the contrary, this opinion letter is applicable to only the Florida Guarantors which are established, do business, and own real or personal property, in the State of Florida. We do not express any opinion as to any parties to the Transaction Documents other than the Florida Guarantors.

This opinion is rendered pursuant to your request in connection with the filing of the Registration Statement and speaks only as of the date hereof. We assume no responsibility or obligation to update this opinion or to take into account changes in law, facts or any other developments of which we may later become aware.

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the use of our name therein and in the related Prospectus under the caption "Legal Matters." In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Except as expressly stated herein, this opinion is not to be furnished, quoted or referred to any other party or governmental agency without this law firm's prior written consent; provided, however, that this opinion letter may be furnished to (a) regulatory authorities having jurisdiction over you, provided that you are legally compelled to do so, and (b) to other parties as required by law or a court of competent jurisdiction.

Sincerely,

/s/ BUCHANAN INGERSOLL & ROONEY PC |
FOWLER WHITE BOGGS

Schedule I

Florida Guarantors

Bartow HMA, LLC	FL
Brevard HMA Holdings, LLC	FL
Brevard HMA Hospitals, LLC	FL
Citrus HMA, LLC	FL
HMA Santa Rosa Medical Center, LLC	FL
Hospital Management Associates, LLC	FL
Hospital Management Services of Florida, LP	FL
Key West HMA, LLC	FL
Lehigh HMA, LLC	FL
Melbourne HMA, LLC	FL
Naples HMA, LLC	FL
Port Charlotte HMA, LLC	FL
Punta Gorda HMA, LLC	FL
Rockledge HMA, LLC	FL
Sebastian Hospital, LLC	FL
Sebring Hospital Management Associates, LLC	FL
Venice HMA, LLC	FL

Exhibit 5.7

KING & SPALDING

1180 Peachtree Street
Atlanta, Georgia 30309
www.kslaw.com

King & Spalding LLP
Direct Dial: 404/572-4600
Direct Fax: 404/572-5132
www.kslaw.com

September 17, 2014

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, Tennessee 37067

Ladies and Gentlemen:

We have acted as Georgia counsel to CHS/Community Health Systems, Inc. (the "***Company***") and the Georgia Guarantors (as defined below), each organized and existing under the laws of the State of Georgia, in connection with the filing by the Company with the Securities and Exchange Commission (the "***Commission***") of a Registration Statement on Form S-4 (the "***Registration Statement***"), which relates to the registration under the Securities Act of 1933, as amended (the "***Securities Act***"), of the offer and exchange of up to $1,000,000,000 aggregate principal amount of the Company's 5.125% senior secured notes due 2021 (the "***Secured Exchange Notes***") that are to be general senior secured obligations of the Company and unconditionally guaranteed on a senior secured basis by Community Health Systems, Inc. ("***Holdings***") and certain of the Company's current and future domestic subsidiaries (collectively, the "***Subsidiary Guarantors***"), including the Georgia entities set forth on Schedule I attached hereto (the subsidiary guarantors set forth on Schedule I attached hereto being collectively referred to herein as the "***Georgia Guarantors***"), and $3,000,000,000 aggregate principal amount of the Company's 6.875% senior unsecured notes due 2022 (the "***Unsecured Exchange Notes***," and, together with the Senior Exchange Notes, the "***Exchange Notes***") that are to be guaranteed on a senior unsecured basis by Holdings and certain of the Company's current and future domestic subsidiaries, including the Georgia Guarantors. The Secured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among FWCT-2 Escrow Corporation ("***Escrow Corp***"), the guarantors party thereto, Regions Bank, as trustee (the "***Trustee***") and Credit Suisse AG, as collateral agent (the "***Collateral Agent***"), as supplemented by the Assumption Supplemental Indenture, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, the Trustee and the Collateral Agent, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto, the Trustee and the Collateral Agent (collectively, the "***Secured Notes Indenture***"). The Unsecured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among Escrow Corp, the guarantors party thereto and the Trustee, as supplemented by the Assumption Supplement Indenture, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, and the Trustee, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto and the Trustee (collectively, the "***Unsecured Notes Indenture***," and, together with the Secured Notes Indenture, the "***Indentures***").

The Secured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 5.125% senior secured notes due 2021 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, by and among Escrow Corp and Merrill Lynch, Pierce, Fenner & Smith Incorporated ("***Merrill Lynch***") and Credit Suisse Securities (USA) LLC ("***Credit Suisse***"), each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Secured Notes Registration Rights Agreement***"). The Unsecured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 6.875% senior notes due 2022 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, by and among Escrow Corp and Merrill Lynch and Credit Suisse, each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Unsecured Notes Registration Rights Agreement***," and, together with the Secured Notes Registration Rights Agreement, the "***Registration Rights Agreements***").

In rendering our opinions herein, we have relied with respect to factual matters, upon the Officers' Certificate (defined below), and certificates of public officials referred to below. In addition thereto, we have reviewed and relied upon such records, documents, certificates and other instruments as in our judgment are necessary or appropriate to form the basis for rendering our opinions, including, without limitation, the following (collectively, the "***Documents***"):

(i) the articles of incorporation, bylaws, operating agreements and partnership agreements, as applicable, for each Georgia Guarantor;

(ii) the certificate with respect to various factual matters signed by an officer of each of the Georgia Guarantors and dated the date of this opinion (the "***Officers' Certificate***");

(iii) Certificates of Good Standing of each of the Georgia Guarantors, each dated August 20, 2014;

(iv) the Secured Notes Registration Rights Agreement;

(v) the Unsecured Notes Registration Rights Agreement;

(vi) the Secured Notes Indenture;

(vii) the Unsecured Notes Indenture;

(viii) the forms of Exchange Notes;

(ix) the Registration Statement; and

(x) the prospectus contained in the Registration Statement (the "***Prospectus***").

We have examined and relied upon the accuracy of original, certified, conformed or photographic copies of such documents, records, agreements and certificates as we have considered relevant hereto. In all such examinations, we have assumed the genuineness of signatures on original documents and the

conformity to such original documents of all copies submitted to us as certified, conformed or photographic copies, and, as to certificates of public officials, we have assumed the same to have been properly given and to be accurate. We have also assumed that each agreement referred to in this letter has been duly authorized, executed and delivered by, and is a legal, valid, binding and enforceable obligation of, each party thereto other than the Georgia Guarantors. We have also relied, as to various matters relating to this opinion, on the certificates of public officials and officers of the Georgia Guarantors referenced above.

Additionally, we have, with your consent, assumed and relied upon the following without undertaking any independent investigation or inquiry:

(a) with respect to the factual matters set forth herein, the accuracy and completeness of all certificates and other statements, documents, records, financial statements and papers reviewed by us;

(b) Each of the Company, Holdings and each of the Subsidiary Guarantors other than the Georgia Guarantors is duly organized, validly existing and in good standing under the laws of all jurisdictions where each is conducting its business or otherwise required to be so qualified to do business and has full power and authority to execute, deliver and perform under the agreements referenced herein, and all such documents have been duly and validly authorized, executed and delivered by the Company, Holdings and the Subsidiary Guarantors other than the Georgia Guarantors; and

(c) the absence of duress, fraud or mutual mistake of material facts on the part of parties to the agreements referenced herein.

In respect to representations, statements and certificates referred to above, we have not undertaken to verify independently the representations, statements and certifications made; provided, however, that we are not aware of any facts or circumstances affecting the accuracy of such representations, statements or certifications. The opinion set forth in paragraph 1 below as to the existence of each of the Georgia Guarantors is based solely on a review of the certificates of public officials referenced above.

This opinion is limited in all respects to the laws of the State of Georgia, and no opinion is expressed with respect to the laws of any other jurisdiction or any effect which such laws may have on the opinions expressed herein. Insofar as any Document invokes the laws of any state or jurisdiction other than Georgia as applicable to the construction, validity, binding effect or enforceability of such Document, we have assumed, with your consent, that the laws of such state or jurisdiction do not differ from Georgia law with respect to such matters. No opinion is expressed with respect to the enforceability of any choice of law provision.

Subject to the assumptions, exceptions and limitations hereinabove and hereinafter stated, it is our opinion that:

(1) Each Georgia Guarantor is validly existing and in good standing under the laws of the State of Georgia.

(2) Each Georgia Guarantor has the requisite corporate, limited liability company or partnership power, as applicable, to execute, deliver and perform its obligations under the Indentures, including its guarantee of the Exchange Notes.

(3) The execution and delivery by each Georgia Guarantor of the Indentures and the performance of its obligations thereunder, including guaranteeing the Exchange Notes in accordance with the provisions of the Indentures, have been duly authorized by each Georgia Guarantor.

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the use of our name therein and in the related Prospectus under the caption "Legal Matters." In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

* * * * *

This opinion is limited to the matters expressly set forth above, and no opinion is implied or may be inferred beyond the matters expressly so stated. We assume no obligation to advise you of any future changes in the facts or law relating to the matters covered by this opinion.

Very truly yours,

/s/ King & Spalding

King & Spalding LLP

Schedule I

Georgia Guarantors

Name of Guarantor	State of Organization
Monroe HMA, LLC	Georgia
QHG Georgia Holdings, Inc.	Georgia
QHG Georgia, LP	Georgia
Winder HMA, LLC	Georgia

Exhibit 5.8

McGuireWoods LLP
77 West Wacker Drive
Suite 4100
Chicago, IL 60601
Phone: 312.849.8100
www.mcguirewoods.com

McGUIREWOODS

September 17, 2014

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, Tennessee 37067

Ladies and Gentlemen:

We have acted as special Illinois counsel to CHS/Community Health Systems, Inc. (the "***Company***") and the Guarantors (as defined below), each organized and existing under the laws of the State(s) of Illinois, in connection with the filing by the Company with the Securities and Exchange Commission (the "***Commission***") of a Registration Statement on Form S-4 (the "***Registration Statement***"), which relates to the registration under the Securities Act of 1933, as amended (the "***Securities Act***"), of the offer and exchange of up to $1,000,000,000 aggregate principal amount of the Company's 5.125% senior secured notes due 2021 (the "***Secured Exchange Notes***") that are to be general senior secured obligations of the Company and unconditionally guaranteed on a senior secured basis by Community Health Systems, Inc. ("***Holdings***") and certain of the Company's current and future domestic subsidiaries, including the Illinois entities set forth on Schedule I attached hereto (the subsidiary guarantors set forth on Schedule I attached hereto being collectively referred to herein as the "***Guarantors***"), and $3,000,000,000 aggregate principal amount of the Company's 6.875% senior unsecured notes due 2022 (the "***Unsecured Exchange Notes***," and, together with the Secured Exchange Notes, the "***Exchange Notes***") that are to be guaranteed on a senior unsecured basis by Holdings and certain of the Company's current and future domestic subsidiaries, including the Guarantors. The Secured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among FWCT-2 Escrow Corporation ("***Escrow Corp***"), the guarantors party thereto, Regions Bank, as trustee (the "***Trustee***") and Credit Suisse AG, as collateral agent (the "***Collateral Agent***"), as supplemented by the Assumption Supplemental Indenture, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, the Trustee and the Collateral Agent, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto, the Trustee and the Collateral Agent (collectively, the "***Secured Notes Indenture***"). The Unsecured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among Escrow Corp, the guarantors party thereto and the Trustee, as supplemented by the Assumption Supplement Indenture, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, and the Trustee, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto and the Trustee (collectively, the "***Unsecured Notes Indenture***," and, together with the Secured Notes Indenture, the "***Indentures***").

The Secured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 5.125% senior secured notes due 2021 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, by and among Escrow Corp and Merrill Lynch, Pierce, Fenner & Smith Incorporated ("***Merrill Lynch***") and Credit Suisse Securities (USA) LLC ("***Credit Suisse***"), each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the

Company, Holdings, the guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Secured Notes Registration Rights Agreement***"). The Unsecured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 6.875% senior notes due 2022 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, by and among Escrow Corp and Merrill Lynch and Credit Suisse, each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Unsecured Notes Registration Rights Agreement***," and, together with the Secured Notes Registration Rights Agreement, the "***Registration Rights Agreements***").

In rendering our opinions herein, we have relied with respect to factual matters, upon the Officers' Certificate (defined below), and certificates of public officials referred to below. In addition thereto, we have reviewed and relied upon such records, documents, certificates and other instruments as in our judgment are necessary or appropriate to form the basis for rendering our opinions, including, without limitation, the following:

(i) the articles of incorporation, bylaws, articles of organization, and operating agreements, as applicable, for each Guarantor;

(ii) the certificate with respect to various factual matters signed by an officer of each of the Guarantors and dated the date of this opinion (the "***Officers' Certificate***");

(iii) a certificate of good standing, dated September 10, 2014, for each Guarantor issued by the Secretary of State of the State of Illinois (each, a "***Certificate of Good Standing***");

(iv) the Secured Notes Registration Rights Agreement;

(v) the Unsecured Notes Registration Rights Agreement;

(vi) the Secured Notes Indenture;

(vii) the Unsecured Notes Indenture;

(viii) the forms of Exchange Notes;

(ix) the Registration Statement; and

(x) the prospectus contained within the Registration Statement (the "***Prospectus***").

The documents referred to in clauses (iv) through (x) above are referred to collectively as the "***Subject Documents***."

For all purposes of the opinions expressed herein, we have assumed, without independent investigation, the following:

(a) *Factual Matters*. To the extent that we have reviewed and relied upon (i) the Officers' Certificate and other certificates of any Guarantor or authorized representatives thereof, (ii) representations of the Company, Holdings, or any of the Guarantors set forth in the Subject Documents, and (iii) certificates and assurances from public officials, all of such certificates, representations, and assurances are accurate with regard to factual matters and all official records (including filings with public authorities) are properly indexed and filed and are accurate and complete.

(b) *Signatures*. The signatures of individuals signing the Indentures are genuine and (other than those of the individuals signing on behalf of the Guarantors) authorized.

(c) *Authentic and Conforming Documents*. All documents submitted to us as originals are authentic, complete, and accurate, and all documents submitted to us as copies conform to authentic original documents.

(d) *Organizational Status, Power and Authority, and Legal Capacity of Certain Parties*. All parties to the Subject Documents are validly existing and in good standing in their respective jurisdictions of formation and have the capacity and full power and authority to execute, deliver, and perform the Subject Documents and the documents required or permitted to be delivered and performed thereunder, except that no such assumptions are made as to the Guarantors. All individuals signing the Subject Documents have the legal capacity to execute such Subject Documents.

(e) *Authorization, Execution, and Delivery of Subject Documents by Certain Parties*. All of the Subject Documents and the documents required or permitted to be delivered thereunder have been duly authorized by all necessary corporate, limited liability company, partnership, or other action on the part of the parties thereto and have been duly executed and delivered by such parties, except that no such assumptions are made as to the Guarantors.

(f) *Subject Documents Binding on Certain Parties*. All of the Subject Documents and the documents required or permitted to be delivered thereunder are valid and binding obligations enforceable against the parties thereto in accordance with their terms.

(g) *Governmental Approvals*. All consents, approvals, and authorizations of, or filings with, all governmental authorities that are required as a condition to the execution and delivery of the Subject Documents by the parties thereto and to the consummation by such parties of the transactions contemplated by the Subject Documents have been obtained or made.

(h) *No Mutual Mistake, Amendments, etc*. There has not been any mutual mistake of fact, fraud, duress, or undue influence in connection with the transactions contemplated by the Subject Documents. There are no oral or written statements or agreements that modify, amend, or vary (or purport to modify, amend, or vary) any of the terms of the Subject Documents.

We express no opinion with respect to the following matters:

(a) *Enforceability*. The validity, binding effect, or enforceability of any Subject Document.

(b) *Certain Laws*. Any law, rule, or regulation that, as a matter of customary practice, is understood to be covered by an opinion only when the opinion refers to it expressly, including, without limitation, the following laws and regulations promulgated thereunder: securities and Blue Sky laws; local or municipal laws; pension and employee benefit laws; tax laws; health and occupational safety laws; environmental laws; antitrust and unfair competition laws; and laws governing specially regulated industries or specially regulated products or substances.

(c) *Noncontravention*. Whether the execution and delivery of the Subject Documents by any party thereto or the performance by such party of its obligations thereunder will conflict with or result in a breach of any agreement or instrument to which any such party may be a party or by which its properties are subject or bound.

The opinions set forth herein are subject to the following additional qualifications and limitations:

(a) *Applicable Law*. The opinions set forth herein are limited to the laws of the State of Illinois, and we do not express any opinion concerning the laws of any other jurisdiction, including Federal law.

(b) *Effect of Certain Laws*. The opinions set forth herein are subject to and limited by (i) applicable bankruptcy, insolvency (including, without limitation, laws relating to preferences, fraudulent transfers, and equitable subordination), reorganization, moratorium, and other similar laws affecting creditors' rights and remedies generally; and (ii) general principles of equity, regardless of whether considered in a proceeding in equity or at law.

Subject to the assumptions, exceptions, and limitations hereinabove and hereinafter stated, it is our opinion that:

(1) Based solely upon its Certificate of Good Standing, each Guarantor is validly existing and in good standing under the laws of the State of Illinois.

(2) Each Guarantor has the requisite corporate or limited liability company power, as applicable, to execute, deliver, and perform its obligations under the Indentures, including its guarantee of the Exchange Notes.

(3) The execution and delivery by each Guarantor of the Indentures and the performance of its obligations thereunder, including guaranteeing the Exchange Notes in accordance with the provisions of the Indentures, have been duly authorized by each Guarantor.

This opinion is limited to the matters expressly set forth above, and no opinion is implied or may be inferred beyond the matters expressly so stated. We assume no obligation to advise you of any future changes in the facts or law relating to the matters covered by this opinion.

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the use of our name therein and in the related Prospectus under the caption "Legal Matters." In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ McGuireWoods LLP

Schedule I

Guarantors

Name of Guarantor	State of Organization
Anna Hospital Corporation	Illinois
Galesburg Hospital Corporation	Illinois
Granite City Hospital Corporation	Illinois
Granite City Illinois Hospital Company, LLC	Illinois
Marion Hospital Corporation	Illinois
Red Bud Hospital Corporation	Illinois
Red Bud Illinois Hospital Company, LLC	Illinois
Waukegan Hospital Corporation	Illinois
Waukegan Illinois Hospital Company, LLC	Illinois

Exhibit 5.9

September 17, 2014

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, Tennessee 37067

Ladies and Gentlemen:

We have acted as special counsel in the State of Indiana, Commonwealth of Kentucky and the State of Ohio (each a "***State***") to CHS/Community Health Systems, Inc. (the "***Company***") and the Guarantors (as defined below), each organized and existing under the laws of the respective State set forth on Schedule I attached hereto, in connection with the filing by the Company with the Securities and Exchange Commission (the "***Commission***") of a Registration Statement on Form S-4 (the "***Registration Statement***"), which relates to the registration under the Securities Act of 1933, as amended (the "***Securities Act***"), of the offer and exchange of up to $1,000,000,000 aggregate principal amount of the Company's 5.125% senior secured notes due 2021 (the "***Secured Exchange Notes***") that are to be general senior secured obligations of the Company and unconditionally guaranteed on a senior secured basis by Community Health Systems, Inc. ("***Holdings***") and certain of the Company's current and future domestic subsidiaries, including the applicable State entities set forth on Schedule I attached hereto (the subsidiary guarantors set forth on Schedule I attached hereto being collectively referred to herein as the "***Guarantors***"), and $3,000,000,000 aggregate principal amount of the Company's 6.875% senior unsecured notes due 2022 (the "***Unsecured Exchange Notes***," and, together with the Secured Exchange Notes, the "***Exchange Notes***") that are to be guaranteed on a senior unsecured basis by Holdings and certain of the Company's current and future domestic subsidiaries, including the Guarantors. The Secured Exchange Notes are to be issued pursuant to an Indenture, dated as of January 27, 2014, by and among FWCT-2 Escrow Corporation ("***Escrow Corp***"), the guarantors party thereto, Regions Bank, as trustee (the "***Trustee***") and Credit Suisse AG, as collateral agent (the "***Collateral Agent***"), as supplemented by the Assumption Supplemental Indenture, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, the Trustee and the Collateral Agent, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto, the Trustee and the Collateral Agent (collectively, the "***Secured Notes Indenture***"). The Unsecured Exchange Notes are to be issued pursuant to an Indenture, dated as of January 27, 2014, by and among Escrow Corp, the guarantors party thereto and the Trustee, as supplemented by the Assumption Supplement Indenture, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, and the Trustee, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto and the Trustee (collectively, the "***Unsecured Notes Indenture***," and, together with the Secured Notes Indenture, the "***Indentures***").

The Secured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 5.125% senior secured notes due 2021 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, by and among Escrow Corp and Merrill Lynch, Pierce, Fenner & Smith Incorporated ("***Merrill Lynch***") and Credit Suisse Securities (USA) LLC ("***Credit Suisse***"), each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Secured Notes Registration Rights Agreement***"). The Unsecured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 6.875% senior notes due 2022 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, by and among Escrow Corp and Merrill Lynch and Credit Suisse, each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Unsecured Notes Registration Rights Agreement***," and, together with the Secured Notes Registration Rights Agreement, the "***Registration Rights Agreements***").

In rendering our opinions herein, we have relied with respect to factual matters, upon the Officers' Certificate (defined below), and certificates of public officials referred to below. In addition thereto, we have reviewed and relied upon such records, documents, certificates and other instruments as in our judgment are necessary or appropriate to form the basis for rendering our opinions, including, without limitation, the following:

(i) the articles of incorporation and bylaws for each Guarantor;

(ii) the certificate with respect to various factual matters signed by an officer of each of the Guarantors and dated the date of this opinion (the "***Officers' Certificate***");

(iii) Certificates of Good Standing (or local equivalent in the applicable State) for each of the Guarantors and dated on or before the date of this opinion (the "***Certificates of Good Standing***");

(iv) the Secured Notes Registration Rights Agreement;

(v) the Unsecured Notes Registration Rights Agreement;

(vi) the Secured Notes Indenture;

(vii) the Unsecured Notes Indenture;

(viii) the forms of Exchange Notes;

(ix) the Registration Statement; and

(x) the prospectus contained within the Registration Statement (the "***Prospectus***").

Subject to the assumptions, exceptions and limitations hereinabove and hereinafter stated, it is our opinion that:

(1) Each Guarantor is a corporation validly existing and in good standing under the laws of the applicable State of incorporation for each Guarantor as set forth on Schedule I.

(2) Each Guarantor has the requisite corporate power to execute, deliver and perform its obligations under the Indentures, including its guarantee of the Exchange Notes.

(3) The execution and delivery by each Guarantor of the Indentures and the performance of its obligations thereunder, including guaranteeing the Exchange Notes in accordance with the provisions of the Indentures, have been duly authorized by each Guarantor.

As to certain facts material to our opinion which we did not independently establish or verify, we have relied upon written representations of the duly authorized officers or other representatives of Guarantors, as applicable, and the representations and warranties set forth in the Indentures (and documents referenced therein), and other documents executed in connection therewith and/or referenced herein. We have not independently reviewed, established or verified the accuracy or completeness of the information set forth or certified in such documents. However, we have no reason to believe that the information contained in such documents is not complete and accurate. Except as otherwise expressly stated herein, this opinion should in no way be construed as passing upon the accuracy or completeness of any of the representations or warranties which may be or have been made in the Indentures (or documents referenced therein) or on any other matters, legal or otherwise, not specifically covered herein.

We further advise you that our representation of Guarantors has been limited to certain limited matters and in the limited capacity of local counsel, and with respect to this particular matter, has been limited, and does not involve an overall or detailed knowledge of the affairs, business operations or financial condition, past or present, of any Guarantor. Furthermore, we have not made any special examination of and are not expressing an opinion regarding the financial condition of any Guarantor.

We are qualified to practice law only in the States and we do not purport to be experts on, or to express an opinion herein concerning, the law of any jurisdiction other than the States. We express no opinion as to (i) the laws of any other jurisdiction, (ii) matters of municipal law or the laws of any local agencies within any state or commonwealth or (iii) state or federal tax, “blue sky” or antitrust laws.

In examining the applicable documents referenced herein and in rendering the opinions herein contained, we have assumed the following with your approval: (i) the legal capacity of each natural person; (ii) the due formation, valid legal existence and good standing of all parties to the to the Indentures other than Guarantors; provided, however, that with respect to Guarantors we will be relying solely upon the Certificates of Good Standing; (iii) the genuineness of all signatures; (iv) the authenticity of all documents submitted to us as originals, and the conformity to the originals of all documents submitted to us as certified, conformed, photostatic or telefacsimile copies; and (v) with respect to all documents examined by us which contained facsimile signatures, that such signatures were the original signature of the party and have the same force and effect as an original signature.

This opinion is limited to the matters expressly set forth above, and no opinion is implied or may be inferred beyond the matters expressly so stated. We assume no obligation to advise you of any future changes in the facts or law relating to the matters covered by this opinion. This opinion does not constitute a guarantee of, or security for, the obligations created pursuant to the Indentures or any of the other matters referred to or opined upon herein and, by rendering this opinion, we are not guaranteeing or insuring payment or performance of said transaction or security by any Guarantor, or of any of a Guarantors' obligations referred to herein.

Our opinions above are subject to (i) the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditor's rights generally, (ii) general equitable principles (whether considered in a proceeding in equity or at law), (iii) the exercise of judicial discretion in accordance with principles of equity and (iv) an implied covenant of good faith and fair dealing.

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the use of our name therein and in the related Prospectus under the caption "Legal Matters." In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ Bingham Greenebaum Doll LLP

Schedule I

Guarantors

Name of Guarantor	State of Organization
Frankfort Health Partner, Inc.	IN
QHG of Clinton County, Inc.	IN
Hospital of Fulton, Inc.	KY
Hospital of Louisa, Inc.	KY
Jackson Hospital Corporation (KY)	KY
QHG of Massillon, Inc.	OH

Exhibit 5.10

4801 Main Street, Suite 1000
Kansas City, MO 64112
816.983.8000
fax: 816.983.8080

September 17, 2014

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, Tennessee 37067

Ladies and Gentlemen:

We have acted as Missouri counsel to CHS/Community Health Systems, Inc. (the "***Company***") and the Guarantors (as defined below), each organized and existing under the laws of the State of Missouri, in connection with the filing by the Company with the Securities and Exchange Commission (the "***Commission***") of a Registration Statement on Form S-4 (the "***Registration Statement***"), which relates to the registration under the Securities Act of 1933, as amended (the "***Securities Act***"), of the offer and exchange of up to (1) $1,000,000,000 aggregate principal amount of the Company's 5.125% senior secured notes due 2021 (the "***Secured Exchange Notes***") that are to be general senior secured obligations of the Company and unconditionally guaranteed on a senior secured basis by Community Health Systems, Inc. ("***Holdings***") and certain of the Company's current and future domestic subsidiaries, including the Missouri entities set forth on Schedule I attached hereto (the subsidiary guarantors set forth on Schedule I attached hereto being collectively referred to herein as the "***Guarantors***"), and (2) $3,000,000,000 aggregate principal amount of the Company's 6.875% senior unsecured notes due 2022 (the "***Unsecured Exchange Notes***," and, together with the Secured Exchange Notes, the "***Exchange Notes***") that are to be guaranteed on a senior unsecured basis by Holdings and certain of the Company's current and future domestic subsidiaries, including the Guarantors.

The Secured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among FWCT-2 Escrow Corporation ("***Escrow Corp***"), the guarantors party thereto, Regions Bank, as trustee (the "***Trustee***") and Credit Suisse AG, as collateral agent (the "***Collateral Agent***"), as supplemented by the Assumption Supplemental Indenture, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, the Trustee and the Collateral Agent, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto, the Trustee and the Collateral Agent (collectively, the "***Secured Notes Indenture***").

The Unsecured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among Escrow Corp, the guarantors party thereto and the Trustee, as supplemented by the Assumption Supplement Indenture, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, and the Trustee, and as supplemented further by the Second Supplemental

Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto and the Trustee (collectively, the "***Unsecured Notes Indenture***," and, together with the Secured Notes Indenture, the "***Indentures***").

The Secured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 5.125% senior secured notes due 2021 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, by and among Escrow Corp and Merrill Lynch, Pierce, Fenner & Smith Incorporated ("***Merrill Lynch***") and Credit Suisse Securities (USA) LLC ("***Credit Suisse***"), each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Secured Notes Registration Rights Agreement***"). The Unsecured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 6.875% senior notes due 2022 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, by and among Escrow Corp and Merrill Lynch and Credit Suisse, each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Unsecured Notes Registration Rights Agreement***," and, together with the Secured Notes Registration Rights Agreement, the "***Registration Rights Agreements***").

In rendering our opinions herein, we have, with your approval, relied with respect to factual matters, upon and assumed the accuracy of, the Officers' Certificate (defined below), and certificates of public officials referred to below (the "***Public Documents***"). In addition thereto, we have reviewed and relied upon such records, documents, certificates and other instruments as in our judgment are necessary or appropriate to form the basis for rendering our opinions, including, without limitation, the following:

(i) the articles of formation and limited liability company agreement for each Guarantor;

(ii) the certificate with respect to various factual matters signed by an officer of each of the Guarantors and dated the date of this opinion (the "***Officers' Certificate***");

(iii) Certificate of Good Standing for each Guarantor dated September 10, 2014 (collectively, the "***Certificates of Good Standing***");

(iv) the Secured Notes Registration Rights Agreement;

(v) the Unsecured Notes Registration Rights Agreement;

(vi) the Secured Notes Indenture;

(vii) the Unsecured Notes Indenture;

(viii) the forms of Exchange Notes;

(ix) the Registration Statement; and

(x) the prospectus contained within the Registration Statement (the "***Prospectus***").

Further, our opinions are based on the assumptions (upon which we have relied with your consent) and subject to the qualifications and limitations, set forth in this letter, including the following:

(a) We express no opinion as to any laws other than the laws of the state of Missouri. We express no opinion as to the effect on the issuance of the Exchange Notes and the execution and delivery of the Indentures (collectively, the "***Transactions***") of local law which shall include charters, ordinances, administrative opinions and rules and regulations of cities, counties, towns, municipalities and special political subdivisions (whether created or enabled through legislative action at the federal, state or regional level).

(b) We have assumed for purposes of this opinion that: (1) each natural person executing any of the Indentures is legally competent; (2) all signatures on the Indentures are genuine, the Indentures submitted to us as copies conform to the originals; (3) all Indentures and all Exchange Notes are complete or will be correctly and appropriately completed (including, without limitation, all blanks and exhibits thereto); (4) any certifications dated prior to the date hereof remain true as of the date hereof; (5) each Public Document is accurate, complete and authentic and all official public records are accurate and complete; and (6) there are no agreements or understandings among the parties, written or oral, and there is no usage of trade or course of prior dealing among the parties that would, in either case, define, supplement or qualify the terms of the Indentures or the Exchange Notes.

(c) The opinions in this letter do not include any opinions as to enforceability.

(d) As to matters of fact, we have assumed all representations of the Company, the Guarantors, and any other parties in the transaction documents referenced above are accurate.

(e) Our opinions with respect to laws of the State of Missouri do not include any opinion with respect to pension and employee benefit laws and regulations, antitrust and unfair competition laws and regulations, tax laws and regulations, health and safety laws and regulations, labor laws and regulations, securities laws and regulations, or environmental laws, regulations and codes.

(f) We express no opinion herein with respect to the effects of the execution, delivery, and performance of the Indentures or the Exchange Notes on the rights of third parties.

Subject to the assumptions, exceptions and limitations hereinabove and hereinafter stated, it is our opinion that:

(1) Each Guarantor is validly existing and, based solely on the Certificates of Good Standing, in good standing under the laws of the State of Missouri.

(2) Each Guarantor has the requisite limited liability company power to execute, deliver and perform its obligations under the Indentures, including its guarantee of the Exchange Notes.

(3) The execution and delivery by each Guarantor of the Indentures and the performance of its obligations thereunder, including guaranteeing the Exchange Notes in accordance with the provisions of the Indentures, have been duly authorized by each Guarantor.

This opinion is limited to the matters specifically stated in this letter, and no further opinion is to be implied or may be inferred beyond the opinions specifically stated herein. Unless otherwise stated herein, we have made no independent investigation regarding factual matters. This opinion is based solely on the state of the law as of the date of this opinion, and the factual matters in existence as of such date, and we specifically disclaim any obligation to monitor any of the matters stated in this opinion or to advise the persons entitled to rely on this opinion of any change in law or fact after the date of this opinion which might affect any of the opinions stated herein.

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the use of our name therein and in the related Prospectus under the caption “Legal Matters.” In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Yours very truly,

/s/ Husch Blackwell LLP

Schedule I

Guarantors

Name of Guarantor	State of Organization
Kennett HMA, LLC	Missouri
Poplar Bluff Regional Medical Center, LLC	Missouri

Exhibit 5.11

Ballard Spahr LLP

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TEL 215.665.8500
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September 17, 2014

CHS/Community Health Systems, Inc.
4000 Meridian Blvd.
Franklin, Tennessee 37067

Re: Offer for all Outstanding 5.125% Senior Secured Notes due 2021 in Exchange for 5.125% Senior Secured Notes due 2021 and all Outstanding 6.875% Senior Notes due 2022 in Exchange for 6.875% Senior Notes due 2022

Ladies and Gentlemen:

We have acted as Pennsylvania counsel to Clinton Hospital Corporation, a Pennsylvania corporation ("Clinton"), Coatesville Hospital Corporation, a Pennsylvania corporation ("Coatesville"), and Carlisle HMA, LLC, a Pennsylvania limited liability company ("Carlisle" and, together with Clinton and Coatesville, the "PA Guarantors"), New Jersey counsel to Salem Hospital Corporation, a New Jersey corporation ("Salem" or the "NJ Guarantor"), and Utah counsel to Tooele Hospital Corporation, a Utah corporation ("Tooele" or the "UT Guarantor"), in connection with the filing by CHS/Community Health Systems, Inc. (the "Company") with the Securities and Exchange Commission (the "Commission") of a Registration Statement on Form S-4 (the "Registration Statement"), which relates to the registration under the Securities Act of 1933, as amended (the "Securities Act"), of the offer and exchange of up to (i) $1,000,000,000 aggregate principal amount of 5.125% Senior Secured Notes due 2021 (the "Secured Exchange Notes") issued by FWCT-2 Escrow Corporation (the "Issuer"), a Delaware corporation and an indirect wholly owned subsidiary of Community Health Systems, Inc., a Delaware corporation ("CHS"), pursuant to an indenture (as supplemented by the Secured Supplemental Indenture, the "Secured Notes Indenture"), dated as of January 27, 2014, among the Issuer, the guarantors party thereto Credit Suisse AG (the "Collateral Agreement") and Regions Bank, as trustee (the "Trustee") and (ii) $3,000,000,000 aggregate principal amount of 6.875% Senior Unsecured Notes due 2022 (the "Unsecured Exchange Notes") issued by the Issuer pursuant to an indenture (as supplemented by the Unsecured Supplemental Indenture, the "Unsecured Notes Indenture" and, together with the Secured Notes Indenture, the

"Indentures"), dated as of January 27, 2014, among the Issuer, the Guarantors party thereto and the Trustee. The obligations of the Company under the Secured Exchange Notes and the Unsecured Exchange Notes will be guaranteed by the PA Guarantors, the NJ Guarantor and the UT Guarantor along with the other guarantors, pursuant to the guarantee provisions set forth in the Indentures.

In so acting, we have examined executed copies of the Indentures.

We have also reviewed (i) the organizational documents of the PA Guarantors, the NJ Guarantor and the UT Guarantor identified on Exhibit A attached hereto (the "Guarantors' Organizational Documents") and (ii) such other documents as we deemed necessary in connection with the opinions set forth below. We have not reviewed any documents entered into in connection with the transactions contemplated in the Indentures (the "Other Documents"), other than the Indentures, the Registration Statement and the prospectus contained in the Registration Statement (the "Prospectus"), nor any documents referenced or incorporated by reference into the Other Documents or the Indentures, and we have assumed that there are no documents we have not reviewed which would affect our opinions.

Whenever our opinion in this letter with respect to the existence or absence of facts is stated to be based on our knowledge or awareness, it is intended to signify that during the course of our representation of the PA Guarantors, the NJ Guarantor and the UT Guarantor in connection with this transaction, no information has come to the attention of the attorneys within our firm who have devoted substantive attention to this transaction that would give them actual knowledge or awareness of the existence or absence of those facts. However, we have not undertaken any independent investigation to determine the existence or absence of those facts or any other facts and no inference as to our knowledge of the existence or absence of those facts or any other facts shall or may be drawn from our representation of the PA Guarantors, the NJ Guarantor and the UT Guarantor. We have made no independent factual investigations and, as to factual matters, we have relied exclusively on the facts stated in the representations and warranties contained in the Indentures, the Registration Statement, the Prospectus, officer's certificates and certificates of public officials. Without limiting the generality of the foregoing, we have not made an independent search of the books and records of any party or of any court or other administrative tribunal or similar entity. We have assumed that (a) no laws or regulations of the Commonwealth of Pennsylvania that do not apply to all entities in the Commonwealth of Pennsylvania apply to the PA Guarantors, (b) no laws or regulations of the State of New Jersey that do not apply to all entities in the State of New Jersey apply to the NJ Guarantor, and (c) no laws or regulations of the State of Utah that do not apply to all entities in the State of Utah apply to the UT Guarantor. All assumptions made by us in this opinion letter have been made without independent verification.

We have assumed the legal capacity and competence of natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to original documents (which we have assumed are themselves authentic), of all documents submitted to us as certified, conformed, facsimile, electronic or photostatic copies. We have also assumed that all documents reviewed by us are complete.

We have also assumed that (a) the parties to the Indentures and the other documents we reviewed in connection with this opinion letter (other than the PA Guarantors, the NJ Guarantor and the UT Guarantor) are duly organized, validly existing or subsisting and in good standing in their jurisdiction of formation, and have the necessary power (including, without limitation, corporate power, partnership power and limited liability company power, where applicable) and authority to enter into and perform their obligations under the Indentures and such other documents to which they are a party; (b) the Indentures and such other documents have been duly authorized, executed and delivered by each party thereto (other than the PA Guarantors, the NJ Guarantor and the UT Guarantor with respect to due authorization of the Indentures); (c) the Indentures and such other documents constitute the legal, valid and binding obligations of each of the parties thereto, enforceable against each such party in accordance with their respective terms; and (d) the parties received good and valuable consideration for entering into the Indentures and such other documents. We have further assumed that the Guarantors' Organizational Documents, as applicable to each of the relevant guarantors, (i) are the only documents governing the internal affairs of the PA Guarantors, the NJ Guarantor and the UT Guarantor; (ii) have not been amended, restated, or supplemented (other than as set forth on Exhibit A attached hereto) and (iii) are in full force and effect.

Based upon the foregoing and subject to the qualifications, exceptions, assumptions and limitations set forth herein, we are of the opinion that:

1. Based solely on the PA Subsistence Certificates (as defined on Exhibit A attached hereto), each PA Guarantor is a corporation or limited liability company presently subsisting under the laws of the Commonwealth of Pennsylvania.

2. Based solely on the Salem Good Standing Certificate (as defined on Exhibit A attached hereto), the NJ Guarantor is a corporation presently existing in good standing under the laws of the State of New Jersey.

3. Based solely on the Tooele Certificate of Existence (as defined on Exhibit A attached hereto), the UT Guarantor is a corporation presently existing in good standing under the laws of the State of Utah.

4. Each PA Guarantor has all requisite corporate or limited liability company power and authority, as applicable, to enter into and perform its obligations under the Indentures.

5. The NJ Guarantor has all requisite corporate power and authority to enter into and perform its obligations under the Indentures.

6. The UT Guarantor has all requisite corporate power and authority to enter into and perform its obligations under the Indentures.

7. Each PA Guarantor has taken all necessary corporate or limited liability company action, as applicable, to duly authorize the execution and delivery of, and performance of its obligations under, of the Indentures.

8. The NJ Guarantor has taken all necessary corporate action to duly authorize the execution and delivery of, and performance of its obligations under, of the Indentures.

9. The UT Guarantor has taken all necessary corporate action to duly authorize the execution and delivery of, and performance of its obligations under, of the Indentures.

The foregoing opinions are subject to the following exceptions, limitations and qualifications:

We express no opinion as to the application or requirements of any securities, patent, trademark, copyright, antitrust and unfair competition, pension or employee benefit, labor, environmental, health and safety, Dodd-Frank Act or tax laws in respect of the transactions contemplated by or referred to in the Indentures.

We express no opinion as to the law of any jurisdiction other than the law of the Commonwealth of Pennsylvania, the State of New Jersey and the State of Utah, as applicable.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement on or about the date hereof, to the incorporation by reference of this opinion of counsel into the Registration Statement and to the reference to our firm in the Prospectus under the caption “Legal Matters.” In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act. Hodgson Russ LLP, legal counsel to the Company, CHS and each of the PA Guarantors, the NJ Guarantor and the UT Guarantor may rely upon this opinion with respect to matters set forth herein that are governed by Pennsylvania, New Jersey and Utah law for purposes of its opinion being delivered and filed as an exhibit to the Registration Statement.

This opinion letter is limited to the matters expressly stated herein. No implied opinion may be inferred to extend this opinion letter beyond the matters expressly stated herein. We do not undertake to advise you or anyone else of any changes in the opinions expressed herein resulting from changes in law, changes in facts or any other matters that hereafter might occur or be brought to our attention.

Very truly yours,

/s/ Ballard Spahr LLP

EXHIBIT A

PA GUARANTORS' ORGANIZATIONAL DOCUMENTS

1. Articles of Incorporation of Coatesville filed with the Secretary of State of the Commonwealth of Pennsylvania on February 6, 2001 (and Statements of Change of Registered Office filed with Commonwealth of Pennsylvania on November 6, 2003, and September 28, 2007).
2. By-Laws of Coatesville.
3. Subsistence Certificate for Coatesville issued by the Commonwealth of Pennsylvania on September 16, 2014 (the "Coatesville Subsistence Certificate").
4. Resolutions of the Board of Directors of Coatesville dated January 9, 2014.
5. Articles of Incorporation of Clinton filed with the Secretary of State of the Commonwealth of Pennsylvania on October 27, 2011 (and Statements of Change of Registered Office filed with Commonwealth of Pennsylvania on November 6, 2003, and September 28, 2007).
6. By-Laws of Clinton.
7. Subsistence Certificate for Clinton issued by the Commonwealth of Pennsylvania on September 16, 2014 (the "Clinton Subsistence Certificate").
8. Resolutions of the Board of Directors of Clinton dated January 9, 2014.
9. Third Amended and Restated Limited Liability Company Agreement of Carlisle dated January 27, 2014.
10. Subsistence Certificate for Carlisle issued by the Commonwealth of Pennsylvania on September 16, 2014 (the "Carlisle Subsistence Certificate" and, together with the Coatesville Subsistence Certificate and the Clinton Subsistence Certificate, the "PA Subsistence Certificates").
11. Resolutions of the Board of Directors of Carlisle dated January 27, 2014.

NJ GUARANTOR'S ORGANIZATIONAL DOCUMENTS

1. Articles of Incorporation of Salem filed with the Treasurer of the State of New Jersey on October 30, 2001, as the same was modified as stated in the Salem Good Standing Certificate (as defined below).
2. By-Laws of Salem.
3. Good Standing Certificate (Long Form) for Salem issued by the Treasurer of the State of New Jersey on September 16, 2014 (the "Salem Good Standing Certificate").
4. Resolutions of the Board of Directors of Salem dated January 9, 2014.

UT GUARANTOR'S ORGANIZATIONAL DOCUMENTS

1. Articles of Incorporation of Tooele filed with the Department of Commerce of the State of Utah on September 28, 1998.
2. By-Laws of Tooele Hospital Corporation.
3. Certificate of Existence for Tooele issued by the State of Utah on September 16, 2014 (the "Tooele Certificate of Existence").
4. Resolutions of the Board of Directors of Tooele dated January 9, 2014.

Exhibit 5.12

September 17, 2014

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, Tennessee 37067

Ladies and Gentlemen:

We have acted as special New Mexico counsel to CHS/Community Health Systems, Inc. (the "***Company***") and the New Mexico Guarantors (as defined below), each organized and existing under the laws of the State of New Mexico, in connection with the filing by the Company with the Securities and Exchange Commission (the "***Commission***") of a Registration Statement on Form S-4 (the "***Registration Statement***"), which relates to the registration under the Securities Act of 1933, as amended (the "***Securities Act***"), of the offer and exchange of up to $1,000,000,000 aggregate principal amount of the Company's 5.125% senior secured notes due 2021 (the "***Secured Exchange Notes***") that are to be general senior secured obligations of the Company and unconditionally guaranteed on a senior secured basis by Community Health Systems, Inc. ("***Holdings***") and certain of the Company's current and future domestic subsidiaries, including the New Mexico entities set forth on Schedule I attached hereto (the subsidiary guarantors set forth on Schedule I attached hereto being collectively referred to herein as the "***New Mexico Guarantors***"), and $3,000,000,000 aggregate principal amount of the Company's 6.875% senior unsecured notes due 2022 (the "***Unsecured Exchange Notes***," and, together with the Senior Exchange Notes, the "***Exchange Notes***") that are to be guaranteed on a senior unsecured basis by Holdings and certain of the Company's current and future domestic subsidiaries, including the New Mexico Guarantors. The Secured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among FWCT-2 Escrow Corporation ("***Escrow Corp***"), the guarantors party thereto, Regions Bank, as trustee (the "***Trustee***") and Credit Suisse AG, as collateral agent (the "***Collateral Agent***"), as supplemented by the Assumption Supplemental Indenture, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, the Trustee and the Collateral Agent, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto, the Trustee and the Collateral Agent (collectively, the "***Secured Notes Indenture***"). The Unsecured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among Escrow Corp, the guarantors party thereto and the Trustee, as supplemented by the Assumption Supplement Indenture, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, and the Trustee, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto and the Trustee (collectively, the "***Unsecured Notes Indenture***," and, together with the Secured Notes Indenture, the "***Indentures***").

The Secured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 5.125% senior secured notes due 2021 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, by and among Escrow Corp and

REPLY TO:
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Santa Fe, New Maxico 87501
Telephone (505) 982-3873 • Fax (505) 982-4289

Post Office Box 2307
Santa Fe, New Mexico 87504-2307

Merrill Lynch, Pierce, Fenner & Smith Incorporated ("***Merrill Lynch***") and Credit Suisse Securities (USA) LLC ("***Credit Suisse***"), each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Secured Notes Registration Rights Agreement***"). The Unsecured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 6.875% senior notes due 2022 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, by and among Escrow Corp and Merrill Lynch and Credit Suisse, each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Unsecured Notes Registration Rights Agreement***," and, together with the Secured Notes Registration Rights Agreement, the "***Registration Rights Agreements***").

In rendering our opinions herein, we have relied with respect to factual matters, upon the Officers' Certificate (defined below), and Certificates of Good Standing ("Public Authority Documents") referred to below. In addition thereto, we have reviewed and relied upon such records, documents, certificates and other instruments as in our judgment are necessary or appropriate to form the basis for rendering our opinions, including, without limitation, the following:

(i) the articles of incorporation and bylaws, with amendments, if any, for each New Mexico Guarantor;

(ii) the certificate with respect to various factual matters signed by an officer of each of the New Mexico Guarantors and dated the date of this opinion (the "***Officers' Certificate***");

(iii) Certificate of Good Standing for Deming Hospital Corporation dated August 13, 2014;

(iv) Certificate of Good Standing for Roswell Hospital Corporation dated August 13, 2014;

(v) Certificate of Good Standing for San Miguel Hospital Corporation dated August 13, 2014;

(vi) the Secured Notes Registration Rights Agreement;

(vii) the Unsecured Notes Registration Rights Agreement;

(viii) the Secured Notes Indenture;

(ix) the Unsecured Notes Indenture;

(x) the forms of Exchange Notes;

(xi) the Registration Statement; and

(xii) the prospectus contained within the Registration Statement (the "***Prospectus***").

Except to the extent that the information constitutes a statement, directly or in practical effect, of any legal conclusion at issue, we have relied, with your permission and without investigation or analysis, upon the information contained in and representations made by the parties in the foregoing documents.

ASSUMPTIONS

For purposes of this opinion, we have assumed the genuineness of all signatures of persons signing all documents in connection with which this opinion is rendered, the legal capicty of natural persons, and the authority of such persons signing on behalf of the parties thereto other than the New Mexico Guarantors. We have additionally assumed as follows:

1. Each party to the agreements covered by this opinion (other than the New Mexico Guarantors) has satisfied those legal requirements that are applicable to it to the extent necessary to make the such agreements enforceable against it.

2. Each party to the agreements covered by in this opinion (other than the New Mexico Guarantors) has legal existence.

3. The agreements covered by this opinion have been duly authorized by all necessary corporate/limited liability company/partnership or other action on the part of all parties (other than the New Mexico Guarantors) and have been duly executed and delivered by, and are valid as to, binding upon and enforceable against all such other parties.

4. Persons acting on behalf of the parties to the documents referred to in this opinion (other than the New Mexico Guarantors), including agents and fiduciaries, are duly authorized to act in that capacity.

5. Each document submitted to us for review is accurate and complete, each such document that is a copy conforms to an authentic original, and all signatures on each such document are genuine.

6. Each Public Authority Document is accurate, complete and authentic and all official public records (including their proper indexing and filing) are accurate and complete.

7. There has been no mutual mistake of fact or misunderstanding, fraud, duress or undue influence.

8. The conduct of the parties to the agreements covered by this opinion has complied with any requirement of good faith, fair dealing and conscionability.

OPINIONS

Subject to the assumptions, exceptions and limitations hereinabove and hereinafter stated, it is our opinion that:

(1) Based solely on the Public Authority Documents, each New Mexico Guarantor is validly existing and in good standing under the laws of the State of New Mexico.

(2) Each New Mexico Guarantor has the requisite corporate power to execute, deliver and perform its obligations under the Indentures, including its guarantee of the Exchange Notes.

(3) The execution and delivery by each New Mexico Guarantor of the Indentures and the performance of its obligations thereunder, including guaranteeing the Exchange Notes in accordance with the provisions of the Indentures, have been duly authorized by each New Mexico Guarantor.

The Law covered by the opinions expressed in this letter is limited to the law of the State of New Mexico. For purposes of this letter, the law ("**Law**") is the relevant corporate statutes and the judicial and administrative decisions and the rules and regulations of the governmental agencies of New Mexico interpreting such statutes, but not including its "blue sky" laws and regulations and Local Law. Local law ("**Local Law**") is the ordinances, the administrative decisions, and the rules and regulations of counties, towns, and municipalities and special political subdivisions (whether created or enabled through legislative action at the federal or state level), and judicial decisions to the extent that they deal with Local Law.

This opinion is limited to the matters expressly set forth above, and no opinion is implied or may be inferred beyond the matters expressly so stated. We assume no obligation to advise you of any future changes in the facts or law relating to the matters covered by this opinion. This letter is not to be construed as a guaranty or warranty that a court considering the matters as to which opinions have been expressed would not rule in a contrary manner regarding such matters.

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the use of our name therein and in the related Prospectus under the caption "Legal Matters." In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

MONTGOMERY & ANDREWS, P.A.

/s/ Suzanne C. Odom
By: Suzanne C. Odom

Schedule I

New Mexico Guarantors

Name of Guarantor	State of Organization
Deming Hospital Corporation	New Mexico
Roswell Hospital Corporation	New Mexico
San Miguel Hospital Corporation	New Mexico

Exhibit 5.13

LIONEL SAWYER & COLLINS

ATTORNEYS AT LAW

SAMUEL S. LIONEL
GRANT SAWYER
(1918-1996)

JON R. COLLINS
(1923-1987)

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JEFFREY P. ZUCKER
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A. WILLIAM MAUPIN
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RODNEY M. JEAN
TODD TOUTON
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MALANI L. KOTCHKA
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September 17, 2014

WRITER'S DIRECT DIAL NUMBER
(702) 383-8837
MGOLDSTEIN@LIONELSAWYER.COM

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, Tennessee 37067

Re: Nevada - 5.25% Senior Secured Notes due 2021 & 6.875% Senior Notes due 2022

Ladies and Gentlemen:

We have acted as special Nevada counsel to CHS/Community Health Systems, Inc. (the "***Company***") and NC-DSH, LLC, a Nevada limited liabilty company ("***NC-DSH***"), in connection with the filing by the Company with the Securities and Exchange Commission (the "***Commission***") of a Registration Statement on Form S-4 (the "***Registration Statement***"), which relates to the registration under the Securities Act of 1933, as amended (the "***Securities Act***"), of the offer and exchange of up to $1,000,000,000 aggregate principal amount of the Company's 5.125% senior secured notes due 2021 (the "***Secured Exchange Notes***") that are to be general senior secured obligations of the Company and unconditionally guaranteed on a senior secured basis by Community Health Systems, Inc. ("***Holdings***") and certain of the Company's current and future domestic subsidiaries, including NC-DSH, and $3,000,000,000 aggregate principal amount of the Company's 6.875% senior unsecured notes due 2022 (the "***Unsecured Exchange Notes***," and, together with the Senior Exchange Notes, the "***Exchange Notes***") that are to be guaranteed on a senior unsecured basis by Holdings and certain of the Company's current and future domestic subsidiaries, including NC-DSH.

The Secured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among FWCT-2 Escrow Corporation ("***Escrow Corp***"), the guarantors party thereto, Regions Bank, as trustee (the "***Trustee***") and Credit Suisse AG, as collateral agent (the "***Collateral Agent***"), as supplemented by the Assumption Supplemental Indenture, dated as of January 27, 2014, by and among the Company, the guarantors party thereto, the Trustee and the Collateral Agent, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto, the Trustee and the Collateral Agent (collectively, the "***Secured Notes Indenture***").

The Unsecured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among Escrow Corp, the guarantors party thereto and the Trustee, as supplemented by the Assumption Supplement Indenture, dated as of January 27, 2014, by and among the Company, the

guarantors party thereto, and the Trustee, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto and the Trustee (collectively, the "***Unsecured Notes Indenture***," and, together with the Secured Notes Indenture, the "***Indentures***").

The Secured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 5.125% senior secured notes due 2021 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, by and among Escrow Corp and Merrill Lynch, Pierce, Fenner & Smith Incorporated ("***Merrill Lynch***") and Credit Suisse Securities (USA) LLC ("***Credit Suisse***"), each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the Company, the guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Secured Notes Registration Rights Agreement***"). The Unsecured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 6.875% senior notes due 2022 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, by and among Escrow Corp and Merrill Lynch and Credit Suisse, each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the Company, the guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Unsecured Notes Registration Rights Agreement***," and, together with the Secured Notes Registration Rights Agreement, the "***Registration Rights Agreements***").

We have examined the:

1) Secured Notes Registration Rights Agreement;
2) Unsecured Notes Registration Rights Agreement;
3) Secured Notes Indenture;
4) Unsecured Notes Indenture;
5) Forms of Exchange Notes;
6) Registration Statement;
7) Prospectus contained within the Registration Statement (the "***Prospectus***");
8) Articles of Organization ("***Articles of Organization***") for NC-DSH;
9) Operating Agreement ("***Operating Agreement***") for NC-DSH;
10) Good Standing Certificates for NC-DSH;
11) Resolutions of the managers or members for NC-DSH; and
12) Officer's Certificate for NC-DSH;

All capitalized terms not defined herein shall have the same definitions as those ascribed to them in the Registration Rights Agreements.

We have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures, the legal capacity of natural persons and the conformity to originals of all copies of all documents submitted to us. We have relied upon the certificates of all public officials and limited liability company officers with respect to the accuracy of all matters contained therein.

We assume that NC-DSH is not engaged in Nevada in any of the following businesses: wholesale liquor distribution business, gaming, financial institution, public utility, insurance business, or cemetery business.

Based upon the foregoing and subject to the following it is our opinion that:

1) NC-DSH is a limited liability company duly formed, validly existing, and in good standing under the laws of the State of Nevada.

2) NC-DSH has all requisite limited liability company power and authority to to execute, deliver and perform its obligations under the Indentures, including its guarantee of the Exchange Notes.

3) The execution and delivery by each Guarantor of the Indentures and the performance of its obligations thereunder, including guaranteeing the Exchange Notes in accordance with the provisions of the Indentures, have been duly authorized by each Guarantor.

We express no opinion as to the laws of any jurisdiction other than the State of Nevada.

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the use of our name therein and in the related Prospectus under the caption "Legal Matters." In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ LIONEL SAWYER & COLLINS

Exhibit 5.14

McAFEE & TAFT
A PROFESSIONAL CORPORATION

10TH FLOOR • TWO LEADERSHIP SQUARE
211 NORTH ROBINSON • OKLAHOMA CITY, OK 73102-7103
(405) 235-9621 • FAX (405) 235-0439
www.mcafeetaft.com

September 17, 2014

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, Tennessee 37067

Ladies and Gentlemen:

We have acted as Oklahoma counsel to Kay County Oklahoma Hospital Company, LLC, and Kay County Hospital Corporation (the "***Guarantors***"), each organized and existing under the laws of the State of Oklahoma, in connection with the filing by CHS/Community Health Systems, Inc. (the "***Company***") with the Securities and Exchange Commission (the "***Commission***") of a Registration Statement on Form S-4 (the "***Registration Statement***"), which relates to the registration under the Securities Act of 1933, as amended (the "***Securities Act***"), of the offer and exchange of up to $1,000,000,000 aggregate principal amount of the Company's 5.125% senior secured notes due 2021 (the "***Secured Exchange Notes***") that are to be general senior secured obligations of the Company and unconditionally guaranteed on a senior secured basis by Community Health Systems, Inc. ("***Holdings***") and certain of the Company's current and future domestic subsidiaries, including the Guarantors, and $3,000,000,000 aggregate principal amount of the Company's 6.875% senior unsecured notes due 2022 (the "***Unsecured Exchange Notes***," and, together with the Secured Exchange Notes, the "***Exchange Notes***") that are to be guaranteed on a senior unsecured basis by Holdings and certain of the Company's current and future domestic subsidiaries, including the Guarantors.

The Secured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, among FWCT-2 Escrow Corporation ("***Escrow Corp***"), the guarantors party thereto, Regions Bank, as trustee (the "***Trustee***"), and Credit Suisse AG, as collateral agent (the "***Collateral Agent***"), as supplemented by the Assumption Supplemental Indenture, dated as of January 27, 2014, among the Company, Holdings, the guarantors party thereto, the Trustee, and the Collateral Agent, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto, the Trustee, and the Collateral Agent (collectively, the "***Secured Notes Indenture***").

The Unsecured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among Escrow Corp, the guarantors party thereto, and the Trustee, as supplemented by the Assumption Supplement Indenture, dated as of January 27, 2014, among the Company, Holdings, the guarantors party thereto, and the Trustee, and as supplemented further by the Second Supplemental Indenture dated as of June 30, 2014, among the Company, the guarantors party thereto, and the Trustee (collectively, the "***Unsecured Notes Indenture***," and, together with the Secured Notes Indenture, the "***Indentures***").

The Secured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 5.125% senior secured notes due 2021 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, among Escrow Corp and Merrill Lynch, Pierce, Fenner & Smith Incorporated ("***Merrill Lynch***") and Credit Suisse Securities (USA) LLC ("***Credit Suisse***"), each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder dated as of January 27, 2014, among the Company, Holdings, the guarantors party thereto, Merrill Lynch, and Credit Suisse (collectively, the "***Secured Notes Registration Rights Agreement***").

The Unsecured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 6.875% senior notes due 2022 in accordance with a Registration Rights Agreement dated as of January 27, 2014, among Escrow Corp and Merrill Lynch and Credit Suisse, each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, among the Company, Holdings, the guarantors party thereto, Merrill Lynch, and Credit Suisse (collectively, the "***Unsecured Notes Registration Rights Agreement***," and, together with the Secured Notes Registration Rights Agreement, the "***Registration Rights Agreements***").

Documents Reviewed

We have reviewed the following documents:

(i) the Secured Notes Registration Rights Agreement;

(ii) the Unsecured Notes Registration Rights Agreement;

(iii) the Secured Notes Indenture;

(iv) the Unsecured Notes Indenture;

(v) the Registration Statement;

(vi) the forms of Exchange Notes;

(vii) The prospectus contained in the Registration Statement (the "Prospectus");

(viii) Articles of Organization of Kay County Oklahoma Hospital Company, 2014 LLC as certified by the Oklahoma Secretary of State on August 20, 2014;

(ix) Operating Agreement of Kay County Oklahoma Hospital Company, LLC as certified by the Secretary of Kay County Oklahoma Hospital Company, LLC as of September 17, 2014;

(x) Resolutions of the sole member of Kay County Oklahoma Hospital Company, LLC dated January 9, 2014, as certified by the Secretary of Kay County Oklahoma Hospital Company, LLC as of September 17, 2014;

(xi) Certificate regarding the good standing of Kay County Oklahoma Hospital Company, LLC issued by the Oklahoma Secretary of State on August 20, 2014;

(xii) Certificate of Incorporation of Kay County Hospital Corporation as certified by the Oklahoma Secretary of State on August 20, 2014;

(xiii) Bylaws of Kay County Hospital Corporation as certified by the Secretary of Kay County Hospital Corporation as of September 17, 2014;

(xiv) Resolutions of the Board of Directors of Kay County Hospital Corporation dated January 9, 2014, as certified by the Secretary of Kay County Hospital Corporation as of September 17, 2014;

(xv) Certificate regarding the good standing of Kay County Hospital Corporation issued by the Oklahoma Secretary of State on August 20, 2014; and

(xvi) Certificate of an officer of each Guarantor with respect to various factual matters dated as of September 17, 2014.

Opinions

Based upon the foregoing, it is our opinion that:

1. Kay County Oklahoma Hospital Company, LLC validly exists as a limited liability company in good standing in Oklahoma.

2. Kay County Hospital Corporation validly exists as a corporation in good standing in Oklahoma.

3. The Guarantors have the requisite corporate or limited liability company power and authority to execute and deliver the Indenture and to perform their obligations under the Indentures, including guaranteeing the Exchange Notes.

4. The execution and delivery by each of the Guarantors of the Indentures, including its guaranties of the Exchange Notes, and the performance of its obligations under the Indentures have been duly and validly authorized by each of the Guarantors.

Qualifications, Limitations, Assumptions, and Exceptions

The opinions in this letter are subject to the following qualifications, limitations, assumptions, and exceptions:

(a) The opinions in 1 and 2 above are based solely on our review of the documents described in (xi) and (xv) above.

(b) We have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies, and the authenticity of the originals of such copies.

(c) We have assumed that Kay County Hospital Corporation is a wholly owned subsidiary of the Company and the execution, delivery, and performance of the Indentures are necessary or convenient to the conduct, promotion, or attainment of the business of Kay County Hospital Corporation.

(d) This opinion is based only on the laws of the State of Oklahoma. We express no opinion about the laws of any other state or jurisdiction.

(e) We have not been involved in the preparation of any registration statement or in the negotiation, preparation, or execution of the Indentures or any of the related agreements executed or delivered in connection therewith. We have been retained solely for the purpose of rendering certain opinions under Oklahoma law. This opinion letter is provided as a legal opinion only, effective as of the date of this letter, and not as representations or warranties of fact.

The qualifications, limitations, assumptions, and exceptions in this letter are material to the opinions expressed in this letter, and the inaccuracy of any assumptions could render these opinions inaccurate.

We have prepared this opinion letter in accordance with customary practice for the preparation and interpretation of opinions of this type. We have assumed, and your acceptance of this letter shall confirm, that you (alone or with your counsel) are familiar with this customary practice.

We consent to the filing of this opinion letter as an exhibit to the Registration Statement on or about the date hereof, to the incorporation by reference of this opinion letter into the Registration Statement, and to the reference to our firm in the Prospectus under the caption “Legal Matters.” In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ McAfee & Taft A Professional Corporation

Exhibit 5.15

Charleston, SC
Charlotte, NC
Columbia, SC
Raleigh, NC
Spartanburg, SC

September 17, 2014

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, Tennessee 37067

Ladies and Gentlemen:

We have acted as South Carolina counsel to CHS/Community Health Systems, Inc. (the "***Company***") and the Guarantors (as defined below) each organized and existing under the laws of the State of South Carolina, in connection with the filing by the Company with the Securities and Exchange Commission (the "***Commission***") of a Registration Statement on Form S-4 (the "***Registration Statement***"), which relates to the registration under the Securities Act of 1933, as amended (the "***Securities Act***"), of the offer and exchange of up to $1,000,000,000 aggregate principal amount of the Company's 5.125% senior secured notes due 2021 (the "***Secured Exchange Notes***") that are to be general senior secured obligations of the Company and unconditionally guaranteed on a senior secured basis by Community Health Systems, Inc. ("***Holdings***") and certain of the Company's current and future domestic subsidiaries, including the South Carolina entities set forth on Schedule I attached hereto (the subsidiary guarantors set forth on Schedule I attached hereto being individually referred to as ***"South Carolina Guarantor"*** and collectively referred to herein as the "***South Carolina Guarantors***"), and $3,000,000,000 aggregate principal amount of the Company's 6.875% senior unsecured notes due 2022 (the "***Unsecured Exchange Notes***," and, together with the Secured Exchange Notes, the "***Exchange Notes***") that are to be guaranteed on a senior unsecured basis by Holdings and certain of the Company's current and future domestic subsidiaries, including the South Carolina Guarantors. The Secured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among FWCT-2 Escrow Corporation ("***Escrow Corp***"), the guarantors party thereto, Regions Bank, as trustee (the "***Trustee***") and Credit Suisse AG, as collateral agent (the "***Collateral Agent***"), as supplemented by the Assumption Supplemental Indenture, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, the Trustee and the Collateral Agent, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto, the Trustee and the Collateral Agent (collectively, the "***Secured Notes Indenture***"). The Unsecured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among Escrow Corp, the guarantors party thereto and the Trustee, as supplemented by the Assumption Supplement Indenture, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, and the Trustee, and as supplemented further

by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto and the Trustee (collectively, the "***Unsecured Notes Indenture***," and, together with the Secured Notes Indenture, the "***Indentures***").

The Secured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 5.125% senior secured notes due 2021 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, by and among Escrow Corp and Merrill Lynch, Pierce, Fenner & Smith Incorporated ("***Merrill Lynch***") and Credit Suisse Securities (USA) LLC ("***Credit Suisse***"), each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Secured Notes Registration Rights Agreement***"). The Unsecured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 6.875% senior notes due 2022 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, by and among Escrow Corp and Merrill Lynch and Credit Suisse, each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Unsecured Notes Registration Rights Agreement***," and, together with the Secured Notes Registration Rights Agreement, the "***Registration Rights Agreements***").

For purposes of rendering this opinion, we have examined the following documents:

(1) the articles of incorporation, bylaws, and amended and restated operating agreement, as applicable, for each South Carolina Guarantor;

(2) the certificate with respect to various factual matters signed by an officer of each South Carolina Guarantor and dated the date of this opinion (the "***Officers' Certificate***");

(3) a Certificate of Existence dated September 11, 2014, issued for each South Carolina Guarantor by the South Carolina Secretary of State, indicating that each South Carolina Guarantor is in good standing in South Carolina;

(4) the Registration Rights Agreements;

(5) the Indentures;

(6) the forms of Exchange Notes;

(7) the Registration Statement; and

(8) the prospectus contained within the Registration Statement (the "***Prospectus***").

The documents referenced in items 1 through 8 above are collectively referred to hereinafter as the "Opinion Documents". Based upon and subject to the foregoing, and subject to the further qualifications, limitations, assumptions and exceptions set forth below, we are of the following opinion:

(a) Each South Carolina Guarantor is validly existing and in good standing under the laws of the State of South Carolina.

(b) Each South Carolina Guarantor has the requisite corporate or limited liability company power, as applicable, to execute, deliver and perform its obligations under the Indentures, including its guarantee of the Exchange Notes.

(c) The execution and delivery by each South Carolina Guarantor of the Indentures and the performance of its obligations thereunder, including guaranteeing the Exchange Notes in accordance with the provisions of the Indentures, have been duly authorized by each South Carolina Guarantor.

In providing the above opinions, we specifically assume that there has been no change in the information provided to us since the date such information was first provided and that such information was true and correct on the date on which it was provided and that it is true and correct on the date hereof. We also assume the genuineness and authenticity of all documents examined by us and all signatures thereon, the legal capacity of all persons executing such documents, other than on behalf of the South Carolina Guarantors, and the conformity to originals of all copies of all documents submitted to us. As to questions of fact, we have relied solely upon the representations, warranties, certifications, and statements contained in the Opinion Documents, in particular, the Officer's Certificate, and we have made no other independent factual investigation with regard to such matters.

We render this opinion with respect to the laws of the State of South Carolina and only with respect to those laws. We express no opinion with respect to the laws of a state other than South Carolina or of the United States.

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the reference to our firm therein and in the related Prospectus under the caption "Legal Matters." In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act or the rules and regulations promulgated thereunder. Hodgson Russ LLP, legal counsel to the Company and each of the South Carolina Guarantors, may rely upon this opinion with respect to matters set forth herein that are governed by South Carolina law for purposes of its opinion being delivered and filed as an exhibit to the Registration Statement.

We do not undertake to advise you of any matters that might hereinafter arise that would affect the opinions expressed herein. Our opinion is limited to the matters expressly stated herein and no other opinion may be implied or inferred.

Very truly yours,

/s/ Parker Poe Adams & Bernstein LLP

Parker Poe Adams & Bernstein LLP

Enc.

Schedule "I"

List of South Carolina Guarantors

Chester HMA, LLC

QHG of South Carolina, Inc.

QHG of Spartanburg, Inc.

Exhibit 5.16

EMMETT BERRYMAN

September 17, 2014

SENDER'S E-MAIL:
eberryman@lmlawyers.com

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, Tennessee 37067

Ladies and Gentlemen:

We have acted as Texas counsel to CHS/Community Health Systems, Inc. (the "***Company***") and the Guarantors (as defined below), each organized and existing under the laws of the State of Texas, in connection with the filing by the Company with the Securities and Exchange Commission (the "***Commission***") of a Registration Statement on Form S-4 (the "***Registration Statement***"), which relates to the registration under the Securities Act of 1933, as amended (the "***Securities Act***"), of the offer and exchange of up to $1,000,000,000 aggregate principal amount of the Company's 5.125% senior secured notes due 2021 (the "***Secured Exchange Notes***") that are to be general senior secured obligations of the Company and unconditionally guaranteed on a senior secured basis by Community Health Systems, Inc. ("***Holdings***") and certain of the Company's current and future domestic subsidiaries, including the Texas entities set forth on Schedule I attached hereto (the subsidiary guarantors set forth on Schedule I attached hereto being each, individually referred to herein as "***Guarantor***" and collectively referred to herein as the "***Guarantors***"), and $3,000,000,000 aggregate principal amount of the Company's 6.875% senior unsecured notes due 2022 (the "***Unsecured Exchange Notes***," and, together with the Secured Exchange Notes, the "***Exchange Notes***") that are to be guaranteed on a senior unsecured basis by Holdings and certain of the Company's current and future domestic subsidiaries, including the Guarantors. The Secured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among FWCT-2 Escrow Corporation ("***Escrow Corp***"), the guarantors party thereto, Regions Bank, as trustee (the "***Trustee***") and Credit Suisse AG, as collateral agent (the "***Collateral Agent***"), as supplemented by the Assumption Supplemental Indenture, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, the Trustee and the Collateral Agent, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto, the Trustee and the Collateral Agent (collectively, the "***Secured Notes Indenture***"). The Unsecured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among Escrow Corp, the guarantors party thereto and the Trustee, as supplemented by the Assumption Supplement Indenture, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, and the Trustee, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto and the Trustee (collectively, the "***Unsecured Notes Indenture***," and, together with the Secured Notes Indenture, the "***Indentures***").

The Secured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 5.125% senior secured notes due 2021 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, by and among Escrow Corp and Merrill Lynch, Pierce, Fenner & Smith Incorporated ("***Merrill Lynch***") and Credit Suisse Securities (USA) LLC ("***Credit Suisse***"), each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Secured Notes Registration Rights Agreement***"). The Unsecured Exchange Notes are to be issued in an

exchange offer for a like aggregate original principal amount of currently outstanding 6.875% senior notes due 2022 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, by and among Escrow Corp and Merrill Lynch and Credit Suisse, each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Unsecured Notes Registration Rights Agreement***," and, together with the Secured Notes Registration Rights Agreement, the "***Registration Rights Agreements***").

In rendering our opinions herein, we have relied with respect to factual matters, solely upon the Officers' Certificate (defined below), and certificates of public officials referred to below. In addition thereto, we have reviewed and relied upon such records, documents, certificates and other instruments as in our judgment are necessary or appropriate to form the basis for rendering our opinions, including, without limitation, the following:

(a) the Secured Notes Registration Rights Agreement;

(b) the Unsecured Notes Registration Rights Agreement;

(c) the Secured Notes Indenture;

(d) the Unsecured Notes Indenture;

(e) the forms of Exchange Notes;

(f) the Registration Statement;

(g) the prospectus contained within the Registration Statement (the "***Prospectus***");

(h) Certificate of Incorporation of Big Bend Hospital Corporation;

(i) Bylaws of Big Bend Hospital Corporation;

(j) Certificate of Incorporation of Big Spring Hospital Corporation;

(k) Bylaws of Big Spring Hospital Corporation;

(l) Certificate of Incorporation of Granbury Hospital Corporation;

(m) Bylaws of Granbury Hospital Corporation;

(n) Certificate of Incorporation of Jourdanton Hospital Corporation;

(o) Bylaws of Jourdanton Hospital Corporation;

(p) Certificate of Incorporation of Weatherford Hospital Corporation;

(q) Bylaws of Weatherford Hospital Corporation;

(r) Certificate of Formation of Weatherford Texas Hospital Company, LLC;

(s) Operating Agreement of Weatherford Texas Hospital Company, LLC;

(t) the Corporate Status Certificates (as defined in subpart (iii) below);

(u) the LLC Status Certificates (as defined in subpart (iv) below); and

(v) the Evidences (as defined in subpart (v) below).

Items (h) through (v) above are collectively referred to herein as the "***Corporate Documents***."

Items (a) through (g) above are collectively referred to herein as the "***Transaction Documents***."

In addition we have examined and relied upon the following:

(i) with respect to each Guarantor that is a corporation, certificates from the Secretary of such Guarantor certifying in each instance as to true and correct copies of the articles of incorporation and bylaws of such Guarantor and resolutions of the board of directors of such Guarantor authorizing the guarantees by such Guarantor of the obligations of the Company under the Exchange Notes (each a "***Corporate Officers' Certificate***");

(ii) with respect to each Guarantor that is a limited liability company, certificates from the Secretary of such Guarantor certifying in each instance as to true and correct copies of the articles of organization and limited liability company agreement of such Guarantor and resolutions of the sole member of such Guarantor authorizing the Guarantees by such Guarantor of the obligations of the Company under the Exchange Notes (each a "***LLC Officers' Certificate***" and, together with the Corporate Officers' Certificates, the "***Officers' Certificates***");

(iii) with respect to each Guarantor that is a corporation, a certificate dated August 21, 2014 issued by the Office of the Secretary of State of Texas, attesting to the corporate status of such Guarantor in Texas (collectively, the "***Corporate Status Certificates***");

(iv) with respect to each Guarantor that is a limited liability company, a certificate dated August 21, 2014, issued by the Office of the Secretary of State of Texas, attesting to the limited liability company status of such Guarantor in Texas (collectively, the "***LLC Status Certificates***");

(v) with respect to each Guarantor, evidence of franchise tax account status, dated August 26, 2014, from the Comptroller of Public Accounts of the State of Texas (collectively, the "***Evidences***"); and

(vi) originals, or copies identified to our satisfaction as being true copies, of such other records, documents and instruments as we have deemed necessary for the purposes of this opinion letter.

Assumptions Underlying Our Opinions

With your permission, as to questions of fact material to this Opinion and without independent verification with respect to the accuracy of such factual matters, we have relied upon the Indentures, certificates of public officials, accuracy of the public record, and the officers and directors of the Guarantors. We have made no independent investigation of the any statements, warranties and representations made by Guarantors in the Indentures or any related matters. With the exception of the Corporate Documents, we have not examined the books and records of the Guarantors.

For purposes of this Opinion, we have assumed, with your approval and without independent investigation, the following:

(a) No fraud, mistake, undue influence, duress or criminal activity exists with to the Transaction Documents or any of the matters relevant to the opinions rendered herein.

(b) The genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to authentic, original documents of all documents submitted to us as copies, the due authority of the parties executing such documents, and the legal capacity of natural persons.

(c) All factual matters, including, without limitation, any representations and warranties, contained in the Transaction Documents, are true and correct as set forth therein.

(d) The Indentures are in all material respects in the same form substantially as set forth in the 'Description of Notes' section of the Transaction Documents.

Our Opinions

Subject to the assumptions, exceptions and limitations hereinabove and hereinafter stated, it is our opinion that:

(1) Based solely upon its Corporate Status Certificate and the applicable Evidence, each Guarantor identified herein as a Texas corporation is a validly existing corporation under the laws of the State of Texas. Based solely upon its LLC Status Certificate and the applicable Evidence, each Guarantor identified herein as a limited liability company is a validly existing limited liability company under the laws of the State of Texas.

(2) Each Guarantor has the requisite corporate or limited liability company, as applicable, power to execute, deliver and perform its obligations under the Indentures, including its guarantee of the Exchange Notes.

(3) The execution and delivery by each Guarantor of the Indentures and the performance of its obligations thereunder, including guaranteeing the Exchange Notes in accordance with the provisions of the Indentures, have been duly authorized by each Guarantor.

Qualifications and Limitations

This letter expresses our legal opinion as to the foregoing matters based on our professional judgment at this time based solely upon laws, rulings and regulations in effect on the date hereof; it is not, however, to be construed as a guaranty, nor is it a warranty that a court considering such matters would not rule in a manner contrary to the opinions set forth above.

We are qualified to practice law in the State of Texas, and we express no opinions as to the laws of other jurisdictions other than to the laws of the State of Texas, as currently in effect. We assume no obligation to supplement this opinion if any applicable laws change after the date hereof or if we become aware of any facts that might change the opinions expressed herein after the date hereof.

Miscellaneous

The foregoing opinions are being furnished only for the purpose referred to in the first paragraph of this opinion letter and may not be relied upon for any other purpose without our prior written consent. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement on or about the date hereof, to the incorporation by reference of this opinion of counsel into the Registration Statement and to the reference to our firm in the Prospectus under the caption "Legal Matters." In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7

of the Securities Act. Hodgson Russ LLP, legal counsel to the Company and each of the Guarantors, may rely upon this opinion with respect to matters set forth herein that are governed by Texas law for purposes of its opinion being delivered and filed as an exhibit to the Registration Statement.

Very truly yours,

LIECHTY & McGINNIS, LLP,
a Texas limited liability partnership

By: /s/ Emmett W. Berryman
Emmett W. Berryman, Partner

Schedule I

Guarantors

Name of Guarantor	State of Organization
Big Bend Hospital Corporation	TX
Big Spring Hospital Corporation	TX
Granbury Hospital Corporation	TX
Jourdanton Hospital Corporation	TX
Weatherford Hospital Corporation	TX
Weatherford Texas Hospital Company, LLC	TX

Exhibit 5.17

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September 17, 2014

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, Tennessee 37067

Ladies and Gentlemen:

We have acted as Virginia counsel to CHS/Community Health Systems, Inc. (the "***Company***") and the Guarantors (as defined below), each organized and existing under the laws of the Commonwealth of Virginia, in connection with the filing by the Company with the Securities and Exchange Commission (the "***Commission***") of a Registration Statement on Form S-4 (the "***Registration Statement***"), which relates to the registration under the Securities Act of 1933, as amended (the "***Securities Act***"), of the offer and exchange of up to $1,000,000,000 aggregate principal amount of the Company's 5.125% senior secured notes due 2021 (the "***Secured Exchange Notes***") that are to be general senior secured obligations of the Company and unconditionally guaranteed on a senior secured basis by Community Health Systems, Inc. ("***Holdings***") and certain of the Company's current and future domestic subsidiaries, including the Virginia entities set forth on Schedule I attached hereto (the subsidiary guarantors set forth on Schedule I attached hereto being collectively referred to herein as the "***Guarantors***"), and $3,000,000,000 aggregate principal amount of the Company's 6.875% senior unsecured notes due 2022 (the "***Unsecured Exchange Notes***," and, together with the Senior Exchange Notes, the "***Exchange Notes***") that are to be guaranteed on a senior unsecured basis by Holdings and certain of the Company's current and future domestic subsidiaries, including the Guarantors. The Secured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among FWCT-2 Escrow Corporation ("***Escrow Corp***"), the guarantors party thereto, Regions Bank, as trustee (the "***Trustee***") and Credit Suisse AG, as collateral agent (the "***Collateral Agent***"), as supplemented by the Assumption Supplemental Indenture, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, the Trustee and the Collateral Agent, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto, the Trustee and the Collateral Agent (collectively, the "***Secured Notes Indenture***"). The Unsecured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among Escrow Corp, the guarantors party thereto and the Trustee, as supplemented by the Assumption Supplement Indenture, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, and the Trustee, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto and the Trustee (collectively, the "***Unsecured Notes Indenture***," and, together with the Secured Notes Indenture, the "***Indentures***").

The Secured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 5.125% senior secured notes due 2021 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, by and among Escrow Corp and Merrill Lynch, Pierce, Fenner & Smith Incorporated ("***Merrill Lynch***") and Credit Suisse Securities (USA) LLC ("***Credit Suisse***"), each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Secured Notes Registration Rights Agreement***"). The Unsecured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 6.875% senior notes due 2022 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014,

by and among Escrow Corp and Merrill Lynch and Credit Suisse, each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Unsecured Notes Registration Rights Agreement***," and, together with the Secured Notes Registration Rights Agreement, the "***Registration Rights Agreements***").

In rendering our opinions herein, we have relied with respect to factual matters, upon the Officers' Certificate (defined below), and certificates of public officials referred to below. In addition thereto, we have reviewed and relied upon such records, documents, certificates and other instruments as in our judgment are necessary or appropriate to form the basis for rendering our opinions, including, without limitation, the following:

(i) the articles of incorporation, articles of organization, bylaws, operating agreements, and limited liability company agreements as applicable**,** for each Guarantor (the "***Governance Documents***");

(ii) the certificate with respect to various factual matters signed by an officer of each of the Guarantors and dated the date of this opinion (the "***Officers' Certificate***");

(iii) Certificates of Good Standing dated September 12, 2014;

(iv) the Secured Notes Registration Rights Agreement;

(v) the Unsecured Notes Registration Rights Agreement;

(vi) the Secured Notes Indenture;

(vii) the Unsecured Notes Indenture;

(viii) the forms of Exchange Notes;

(ix) the Registration Statement; and

(x) the prospectus contained within the Registration Statement (the "***Prospectus***").

In addition, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such records, agreements, instruments and other documents, and have made such other investigations, as we have deemed necessary for the purpose of this opinion. We have also reviewed and relied upon such certificates of each applicable Guarantor as to factual matters, certificates of public officials and other instruments, documents and agreements as we have deemed necessary or appropriate to enable us to render the opinions set forth below.

For purposes of the opinions expressed below, we have assumed (a) the authenticity of all documents submitted to us as originals, (b) the conformity to the originals of all documents submitted to us as certified, electronic or photostatic copies and the authenticity of the originals, and (c) the due authorization, execution and delivery of all relevant documents by all appropriate parties other than the Guarantors and the enforceability thereof.

We express no opinion to the extent that any relevant documents may be impacted by (i) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other laws affecting the rights of creditors generally; (ii) the exercise of judicial discretion or general principles of equity, whether considered in a proceeding at law or in equity, or public policy, including applicable securities law; and/or (iii) standards relating to fraud and forgery.

As to certain factual matters, we have relied upon warranties and representations made by each applicable Guarantor that are included in the relevant documents and certificates of officers of each applicable Guarantor. Whenever the phrase "to our knowledge" is used herein, it refers to the actual knowledge of the attorneys of this firm involved in the representation of each applicable Guarantor in this transaction without independent investigation.

Subject to the assumptions, exceptions and limitations hereinabove and hereinafter stated, it is our opinion that:

(1) Each Guarantor is validly existing and in good standing under the laws of the Commonwealth of Virginia.

(2) Each Guarantor has the requisite corporate or limited liability company power, as applicable, to execute, deliver and perform its obligations under the Indentures, including its guarantee of the Exchange Notes.

(3) The execution and delivery by each Guarantor of the Indentures and the performance of its obligations thereunder, including guaranteeing the Exchange Notes in accordance with the provisions of the Indentures, have been duly authorized by each Guarantor.

We express no opinion as to matters under or involving the laws of any jurisdiction other than laws of Virginia and its political subdivisions. We express no opinion concerning any matter respecting or affected by any laws other than laws that a lawyer in Virginia exercising customary professional diligence would reasonably recognize as being directly applicable to each applicable Guarantor and relevant documents or any of them.

Except to the extent otherwise expressly set forth above, for purposes of this opinion, we have not made an independent review of any agreements, instruments, writs, orders, judgments, rules or other regulations or decrees which may have been executed by or which may now be binding upon any Guarantor, nor have we undertaken to review our internal files or any files of any Guarantor, relating to transactions to which any Guarantor may be a party, or to discuss their transactions or business with any other lawyers in our firm or with any other officers, partners or any employees of any Guarantor.

This opinion is limited to the matters expressly set forth above, and no opinion is implied or may be inferred beyond the matters expressly so stated. We assume no obligation to advise you of any future changes in the facts or law relating to the matters covered by this opinion.

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the use of our name therein and in the related Prospectus under the caption "Legal Matters." In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ Hancock, Daniel, Johnson & Nagle, P.C.

Schedule I

Name of Guarantor	State of Incorporation or Organization
Emporia Hospital Corporation	Virginia
Franklin Hospital Corporation	Virginia
Virginia Hospital Company, LLC	Virginia

Exhibit 5.18

WITHERSPOON·KELLEY
Attorneys & Counselors

SPOKANE | COEUR D'ALENE

September 17, 2014

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, Tennessee 37067

Ladies and Gentlemen:

We have acted as special Washington counsel to CHS/Community Health Systems, Inc., a Delaware corporation (the "***Company***") and Yakima HMA, LLC, a Washington limited liability company (the "***Guarantor***"), in connection with the filing by the Company with the Securities and Exchange Commission (the "***Commission***") of a Registration Statement on Form S-4 (the "***Registration Statement***"), which relates to the registration under the Securities Act of 1933, as amended (the "***Securities Act***"), of the offer and exchange of up to $1,000,000,000 aggregate principal amount of the Company's 5.125% senior secured notes due 2021 (the "***Secured Exchange Notes***") that are to be general senior secured obligations of the Company and unconditionally guaranteed on a senior secured basis by Community Health Systems, Inc. ("***Holdings***") and certain of the Company's current and future domestic subsidiaries, including the Guarantor, and $3,000,000,000 aggregate principal amount of the Company's 6.875% senior unsecured notes due 2022 (the "***Unsecured Exchange Notes***," and, together with the Secured Exchange Notes, the "***Exchange Notes***") that are to be guaranteed on a senior unsecured basis by Holdings and certain of the Company's current and future domestic subsidiaries, including the Guarantor. The Secured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among FWCT-2 Escrow Corporation ("***Escrow Corp***"), the guarantors party thereto, Regions Bank, as trustee (the "***Trustee***") and Credit Suisse AG, as collateral agent (the "***Collateral Agent***"), as supplemented by the Assumption Supplemental Indenture, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, the Trustee and the Collateral Agent, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto, the Trustee and the Collateral Agent (collectively, the "***Secured Notes Indenture***"). The Unsecured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among Escrow Corp, the guarantors party thereto and the Trustee, as supplemented by the Assumption Supplement Indenture, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, and the Trustee, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto and the Trustee (collectively, the "***Unsecured Notes Indenture***," and, together with the Secured Notes Indenture, the "***Indentures***").

The Secured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 5.125% senior secured notes due 2021 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, by and among Escrow Corp and Merrill Lynch, Pierce, Fenner & Smith Incorporated ("***Merrill Lynch***") and Credit Suisse Securities (USA) LLC ("***Credit Suisse***"), each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Secured Notes Registration Rights Agreement***"). The Unsecured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 6.875% senior

notes due 2022 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, by and among Escrow Corp and Merrill Lynch and Credit Suisse, each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Unsecured Notes Registration Rights Agreement***," and, together with the Secured Notes Registration Rights Agreement, the "***Registration Rights Agreements***").

In rendering our opinions herein, we have relied with respect to factual matters, upon the Officers' Certificate (defined below), and certificates of public officials referred to below. The documents listed in (i) through (v) are collectively referred to as the "***Corporate Documents***" and the documents from (vi) through (xii) are collectively referred to as the "***Transaction Documents***." Our opinions are based solely on a review of the Corporate Documents and the Transaction Documents and, with your consent, we have reviewed no other documents, corporate records, certificates or other statements as a basis for the opinions herein expressed.

(i) the Certificate of Formation of Guarantor filed December 1, 2008 as certified by the Secretary of State of the State of Washington on August 20, 2014 (the "***Certificate of Formation***");

(ii) Articles of Merger of Guarantor filed December 8, 2008 as certified by the Secretary of State of the State of Washington on August 20, 2014 (the "***Articles of Merger***");

(iii) Third Amended and Restated Limited Liability Company Agreement of Guarantor dated January 27, 2014 (the "***LLC Agreement***");

(iv) the Certificate of Existence/Authorization dated September 15, 2014 from the Secretary of State of the State of Washington as to the existence of Guarantor (the "***Certificate of Existence***");

(v) the certificate with respect to various factual matters signed by an officer of the Company and dated the date of this opinion (the "***Officers' Certificate***");

(vi) the Secured Notes Registration Rights Agreement;

(vii) the Unsecured Notes Registration Rights Agreement;

(viii) the Secured Notes Indenture;

(ix) the Unsecured Notes Indenture;

(x) the forms of Exchange Notes;

(xi) the Registration Statement; and

(xii) the prospectus contained within the Registration Statement (the "***Prospectus***").

We have not undertaken any search of court or other public records for purposes of this letter. We have assumed for purposes of this letter: each document we have reviewed is accurate and complete, each such document that is an original is authentic, each such document that is a copy conforms to an authentic original, and all signatures on each such document are genuine; that the parties thereto, other than the Guarantor, had the requisite power to enter into and perform all obligations thereunder; that each such document was duly authorized by all requisite corporate or other action of the parties, other than the Guarantor, and that such documents were duly executed and delivered by each party thereto, other than

the Guarantor; and that Company and Guarantor have acted in good faith and without notice of any fact which has caused Company and Guarantor to reach any conclusion contrary to any of the advice provided in this letter.

Without limiting the foregoing, the opinions hereinafter expressed are subject to the following additional assumptions:

A. Guarantor has received fair value for its execution of Transaction Documents applicable to it.

B. Neither the Company nor Guarantor will in the future take any discretionary action (including the decision not to act) permitted under the Transaction Documents that would result in a violation of law or constitute a breach of or default under any other agreement or court order;

C. The Company and the Guarantor, as applicable, will obtain all permits and governmental approvals required in the future, and take all actions similarly required, relevant to subsequent consummation of the transaction or performance of the Transaction Documents; and

D. All parties to the transaction will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Transaction Documents.

Subject to the assumptions, exceptions and limitations hereinabove and hereinafter stated, it is our opinion that:

(1) Guarantor is duly formed and validly existing under the laws of the State of Washington.

(2) Guarantor has the requisite limited liability company power to execute, deliver and perform its obligations under the Indentures, including its guarantee of the Exchange Notes.

(3) The execution and delivery by Guarantor of the Indentures and the performance of its obligations thereunder, including guaranteeing the Exchange Notes in accordance with the provisions of the Indentures, have been duly authorized by Guarantor.

****

Except for the activities described in this letter, we have not undertaken any investigation to determine the facts upon which the advice in this letter is based.

Our representation of Guarantor is limited by those specific matters for which we have been engaged. We have no familiarity with Guarantor's day-to-day operations, business or financial affairs. In preparing this letter we have relied without further investigation or independent verification upon: (i) information contained in certificates obtained from governmental authorities; (ii) factual information represented to be true in the Corporate Documents and Transaction Documents; (iii) factual information provided to us by the Guarantor or its representatives, including, without limitation, the Officer's Certificate referenced above; and (iv) factual information we have obtained from such other sources as we have deemed reasonable. We have assumed that there has been no relevant change or development between the dates as of which the information cited in the preceding sentence was given and the date of this letter and that the information upon which we have relied is accurate and does not omit disclosures necessary to prevent such information from being misleading.

In rendering the opinion set forth in paragraph (1) above as to the existence of the Guarantor, we have relied exclusively on the Certificate of Existence. In addition, as set forth in the LLC Agreement, the Guarantor is managed by a board of directors currently consisting of Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. We assume that such individuals are legally competent to serve as directors and are not suffering from any mental condition or disability that would affect his or her capacity to enter into contracts generally.

As used in this opinion, references to our knowledge or awareness, or words of similar import, refer to the current actual knowledge of attorneys within the firm who have rendered legal services to Guarantor in connection with the Transaction Documents and the transactions contemplated thereby, and corporate law matters related thereto, and mean that, while such attorneys have not been informed by Guarantor that the matters stated are factually incorrect and no information that would give such attorneys current actual knowledge of any such factual inaccuracy has come to such attorneys' attention, we have not undertaken any independent investigation with respect thereto.

None of the foregoing opinions include any implied opinion, and we specifically express no opinion with respect to compliance with fiduciary duty requirements.

We are admitted to practice law only in the State of Washington. This opinion is limited to the laws of the State of Washington, and we express no opinion herein with respect to any other laws or to the application of the laws of any other jurisdiction. We express no opinion as to whether the laws of any particular jurisdiction apply, and express no opinion to the extent that the laws of any jurisdiction other than the laws of the State of Washington are applicable to the subject matter hereof. Additionally, we disclaim any opinion as to the application of any law of any city, county or other local subdivision or other local governmental authority of the State of Washington. To the extent that any of the documents reviewed by us in connection with this opinion are governed by the laws of any jurisdiction other than the State of Washington, our opinion relating to those documents is based solely upon the apparent meaning of the language without regard to interpretation or construction that might be indicated by the laws governing those agreements and instruments. This opinion is limited to the matters expressly set forth above, and no opinion is implied or may be inferred beyond the matters expressly so stated. We assume no obligation to advise Company or Guarantor of any future changes in the facts or law relating to the matters covered by this opinion.

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the use of our name therein and in the related Prospectus under the caption "Legal Matters." In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ Witherspoon, Kelley, Davenport & Toole, P.S.

WITHERSPOON, KELLEY, DAVENPORT & TOOLE, P.S.

Exhibit 5.19

(304) 353-8107
Mike.Stuart@Steptoe-Johnson.com

STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW

September 17, 2014

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, Tennessee 37067

Ladies and Gentlemen:

We have acted as West Virginia counsel to CHS/Community Health Systems, Inc. (the "***Company***") and Oak Hill Hospital Corporation, organized and existing under the laws of the State of West Virginia (the "***Guarantor***"), in connection with the filing by the Company with the Securities and Exchange Commission (the "***Commission***") of a Registration Statement on Form S-4 (the "***Registration Statement***"), which relates to the registration under the Securities Act of 1933, as amended (the "***Securities Act***"), of the offer and exchange of up to $1,000,000,000 aggregate principal amount of the Company's 5.125% senior secured notes due 2021 (the "***Secured Exchange Notes***"), that are to be general senior secured obligations of the Company and unconditionally guaranteed on a senior secured basis by Community Health Systems, Inc. ("***Holdings***"), and certain of the Company's current and future domestic subsidiaries, including the Guarantor, and $3,000,000,000 aggregate principal amount of the Company's 6.875% senior unsecured notes due 2022 (the "***Unsecured Exchange Notes***," and, together with the Senior Exchange Notes, the "***Exchange Notes***") that are to be guaranteed on a senior unsecured basis by Holdings and certain of the Company's current and future domestic subsidiaries, including the Guarantor. The Secured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among FWCT-2 Escrow Corporation ("***Escrow Corp***"), the guarantors party thereto, Regions Bank, as trustee (the "***Trustee***") and Credit Suisse AG, as collateral agent (the "***Collateral Agent***"), as supplemented by the Assumption Supplemental Indenture, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, the Trustee and the Collateral Agent, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto, the Trustee and the Collateral Agent (collectively, the "***Secured Notes Indenture***"). The Unsecured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among Escrow Corp, the guarantors party thereto and the Trustee, as supplemented by the Assumption Supplement Indenture, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, and the Trustee, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto and the Trustee (collectively, the "***Unsecured Notes Indenture***," and, together with the Secured Notes Indenture, the "***Indentures***").

The Secured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 5.125% senior secured notes due 2021 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, by and among Escrow Corp and Merrill Lynch, Pierce, Fenner & Smith Incorporated ("***Merrill Lynch***")

and Credit Suisse Securities (USA) LLC ("***Credit Suisse***"), each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Secured Notes Registration Rights Agreement***"). The Unsecured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 6.875% senior notes due 2022 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, by and among Escrow Corp and Merrill Lynch and Credit Suisse, each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Unsecured Notes Registration Rights Agreement***," and, together with the Secured Notes Registration Rights Agreement, the "***Registration Rights Agreements***").

In rendering our opinions herein, we have relied with respect to factual matters, upon the Officers' Certificate (defined below), and certificates of public officials referred to below. In addition thereto, we have reviewed and relied upon such records, documents, certificates and other instruments as in our judgment are necessary or appropriate to form the basis for rendering our opinions, including, without limitation, the following:

(i) the Certificate of Incorporation and Bylaws for the Guarantor;

(ii) the certificate with respect to various factual matters signed by an officer of the Guarantor and dated the date of this opinion (the "***Officers' Certificate***");

(iii) Certificate of Existence as issued by the West Virginia Secretary of State and dated as of September 2, 2014;

(iv) the Secured Notes Registration Rights Agreement;

(v) the Unsecured Notes Registration Rights Agreement;

(vi) the Secured Notes Indenture;

(vii) the Unsecured Notes Indenture;

(viii) the forms of Exchange Notes;

(ix) the Registration Statement; and

(x) the prospectus contained in the Registration Statement (the "***Prospectus***").

Items (iv) through (x) as set forth above shall hereinafter collectively be referred to as the *"**Principal Documents**"*.

Subject to the assumptions, exceptions and limitations hereinafter stated, it is our opinion that:

(1) The Guarantor is validly existing and in good standing under the laws of the State of West Virginia.

(2) The Guarantor has the requisite corporate power to execute, deliver and perform its obligations under the Indentures, including its guarantee of the Exchange Notes.

(3) The execution and delivery by the Guarantor of the Indentures and the performance of its obligations thereunder, including guaranteeing the Exchange Notes in accordance with the provisions of the Indentures, have been duly authorized by the Guarantor.

The opinions that are expressed herein are further subject to the following exceptions, limitations, assumptions and qualifications.

(a) The opinions expressed above are subject to applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium and other similar laws of general application under the laws of the State of West Virginia and the United States relating to or affecting creditors' rights, and to general principles of equity, judicial discretion and general requirements of good faith, fair dealing and commercial reasonableness (whether a matter is considered in a proceeding at law or in equity).

(b) Certain laws and decisions applicable in the State of West Virginia may limit, render unenforceable or otherwise affect the enforceability of, certain rights, remedies, waivers and other provisions contained in the Principal Documents. Such laws and decisions do not affect the validity, of the Principal Documents taken as a whole, and the Principal Documents, taken together with applicable law, contains adequate provisions for enforcing the obligations of the borrower thereunder and for the practical realization of the material benefits conveyed by the Principal Documents; provided, however, such laws and decisions do not, in our judgment make the remedies provided for in the Principal Documents and available at law inadequate for the practical realization of the security intended to be provided by the Principal Documents.

(c) We express no opinion as to the validity or enforceability of any provision in any Principal Document, (1) modifying or waiving any requirement of commercial reasonableness or prior notice or the right of redemption arising under any law, (2) waiving any rights afforded to any party thereto under any constitutional provision, (3) waiving the rights afforded to any party under any statute, or by which any party thereto waives any rights afforded to such party by applicable law, except to the extent such waiver expressly is permitted by statute, (4) imposing penalties, forfeitures, increased rates or late payment charges upon delinquency in payment or the occurrence of an event of default; (5) requiring the payment of interest on interest; (6) waiving any right to jury trial; or (7) waiving any right with respect to consent to jurisdiction or venue.

(d) We express no opinion as to the enforceability of any rights to indemnification or contribution provided in the Principal Documents which may be deemed violative of public policy or any rights of setoff or similar rights provided in the Principal Documents.

(e) We express no opinion concerning the existence, location, or ownership of, or legal or equitable title to, any property or the priority of the interest of any entity in any property or any interest in property nor as to matters of lien priority, land use, including without limitation, zoning and subdivision matters, building codes, environmental laws, or other matters affecting any real property interest or title interests.

(f) We express no opinion as to the enforceability of any provision that would purport to permit the beneficiaries to confess judgment against the Guarantor.

(g) We express no opinion as to the validity or enforceability of any covenant of the Principal Documents that is not set forth in full in such Principal Document but which is incorporated by reference to another document.

(h) We express no opinion regarding any matter involving the licensing and/or regulation of any nursing home, hospice, residential care community or other health care provider as the same are defined in West Virginia Code Section 16-1-1 et seq.

(i) We have made no investigation and express no opinion as to the applicability to the Principal Documents or to the transaction contemplated thereby of provisions of the Federal Bankruptcy Code relating to fraudulent conveyances or fraudulent transfers.

(j) Our opinions are subject to Section 522 of the United States Bankruptcy Code and with respect to proceeds of personal property, our opinions are limited in accordance with the provisions of Section 9-315 of the UCC.

(k) We express no opinion as to any of the following: (1) the accuracy or completeness of any financial, accounting or statistical information furnished by the Guarantor to any third party; (2) the financial status of the Guarantor; (3) the Guarantor's ability to perform its obligations under the Principal Documents other than as specifically opined herein; and (4) the accuracy or completeness of any representations made by the Guarantor other than as specifically opined herein.

(l) This opinion letter is rendered as of the date set forth above, and is limited to present statutes, laws and regulations and to the facts as they currently exist. We disclaim any responsibility for notifying you of any changes affecting this opinion letter that later come to our attention and we assume no obligation to update or supplement this opinion letter.

We are qualified to practice law in the State of West Virginia. We do not express any opinion herein concerning the laws of any jurisdiction other than the laws of the State of West Virginia.

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the use of our name therein and in the related Prospectus under the caption "Legal Matters." In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ Steptoe & Johnson PLLC

STEPTOE & JOHNSON PLLC

Exhibit 5.20

Crowley Fleck, PLLP
490 North 31st Street
P.O. Box 2529
Billings, MT 59103-2529
Ph: 406.252-3441
Fx: 406.252-3181

September 17, 2014

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, Tennessee 37067

Ladies and Gentlemen:

We have acted as special counsel for the State of Wyoming to CHS/Community Health Systems, Inc. (the "***Company***") and the Guarantor (as defined below), organized and existing under the laws of the State of Wyoming, in connection with the filing by the Company with the Securities and Exchange Commission (the "***Commission***") of a Registration Statement on Form S-4 (the "***Registration Statement***"), which relates to the registration under the Securities Act of 1933, as amended (the "***Securities Act***"), of the offer and exchange of up to $1,000,000,000 aggregate principal amount of the Company's 5.125% senior secured notes due 2021 (the "***Secured Exchange Notes***") that are to be general senior secured obligations of the Company and unconditionally guaranteed on a senior secured basis by Community Health Systems, Inc. ("***Holdings***") and certain of the Company's current and future domestic subsidiaries, including the entity set forth on Schedule I attached hereto (the subsidiary guarantor set forth on Schedule I attached hereto being referred to herein as the "***Guarantor***"), and $3,000,000,000 aggregate principal amount of the Company's 6.875% senior unsecured notes due 2022 (the "***Unsecured Exchange Notes***," and, together with the Secured Exchange Notes, the "***Exchange Notes***") that are to be guaranteed on a senior unsecured basis by Holdings and certain of the Company's current and future domestic subsidiaries, including the Guarantor. The Secured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among FWCT-2 Escrow Corporation ("***Escrow Corp***"), the guarantors party thereto, Regions Bank, as trustee (the "***Trustee***") and Credit Suisse AG, as collateral agent (the "***Collateral Agent***"), as supplemented by the Assumption Supplemental Indenture, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, the Trustee and the Collateral Agent, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto, the Trustee and the Collateral Agent (collectively, the "***Secured Notes Indenture***"). The Unsecured Exchange Notes are to be issued pursuant to an indenture, dated as of January 27, 2014, by and among Escrow Corp, the guarantors party thereto and the Trustee, as supplemented by the Assumption Supplement Indenture, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, and the Trustee, and as supplemented further by the Second Supplemental Indenture, dated as of June 30, 2014, by and among the Company, the guarantors party thereto and the Trustee (collectively, the "***Unsecured Notes Indenture***," and, together with the Secured Notes Indenture, the "***Indentures***").

The Secured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 5.125% senior secured notes due 2021 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, by and among Escrow Corp and Merrill Lynch, Pierce, Fenner & Smith Incorporated ("***Merrill Lynch***") and Credit Suisse Securities (USA) LLC ("***Credit Suisse***"), each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Secured Notes Registration Rights Agreement***"). The Unsecured Exchange Notes are to be issued in an exchange offer for a like aggregate original principal amount of currently outstanding 6.875% senior notes due 2022 in accordance with the terms of a Registration Rights Agreement, dated as of January 27, 2014, by and among Escrow Corp and Merrill Lynch and Credit Suisse, each as representative of the parties named therein as the Initial Purchasers, and the related Registration Rights Joinder, dated as of January 27, 2014, by and among the Company, Holdings, the guarantors party thereto, Merrill Lynch and Credit Suisse (collectively, the "***Unsecured Notes Registration Rights Agreement***," and, together with the Secured Notes Registration Rights Agreement, the "***Registration Rights Agreements***").

MATERIALS EXAMINED

In connection with this opinion letter, we have examined the following documents:

(i) the Articles of Incorporation and Bylaws of Evanston Hospital Corporation;

(ii) the certificate with respect to various factual matters signed by an officer of the Guarantor and dated the date of this opinion;

(iii) the Certificate of Existence for Evanston Hospital Corporation issued by the Wyoming Secretary of State dated August 26, 2014;

(iv) the Secured Notes Registration Rights Agreement;

(v) the Unsecured Notes Registration Rights Agreement;

(vi) the Secured Notes Indenture;

(vii) the Unsecured Notes Indenture;

(viii) the forms of Exchange Notes;

(ix) the Registration Statement; and

(x) the prospectus contained within the Registration Statement (the "***Prospectus***").

The documents identified in items (i) through (x) above may be referred to herein as the "***Transaction Documents***," and the documents identified in items (i) through (iii) above may be referred to herein as the "***Corporate Documents***".

ASSUMPTIONS

With your permission, in rendering our opinions herein, we have relied with respect to factual matters, upon the Transaction Documents, certificates of public officials, accuracy of the public record, and statements of the officers and directors of the Guarantor, without independent verification with respect to the accuracy of such factual matters. We have made no independent investigation of any statements, warranties and representations made by any party to the Transaction Documents or related matters. With the exception of the Corporate Documents, we have not examined the books and records of the Guarantor.

For purposes of this Opinion, we have assumed, with your approval and without independent investigation, the following:

a. There have been no resolutions, amendments, substitutions, replacements, or restatements of, or otherwise relating to, the Corporate Documents.

b. No fraud, mistake, undue influence, duress or criminal activity exists with respect to the Transaction Documents or any of the matters relevant to the opinions rendered herein.

c. The genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to authentic, original documents of all documents submitted to us as copies, the due authority of the parties executing such documents, and the legal capacity of natural persons executing such documents.

d. The factual matters upon which we have relied, including, without limitation, any representations and warranties contained in the Transaction Documents, are true and correct.

OPINION

Based on the foregoing, and subject to the limitations, qualifications and exceptions set forth herein, we express the following Opinions:

Opinion 1. The Guarantor is validly existing and in good standing under the laws of the State of Wyoming.

Opinion 2. The Guarantor has the requisite corporate power to execute, deliver and perform its obligations under the Indentures, including its guarantee of the Exchange Notes.

Opinion 3. The execution and delivery by the Guarantor of the Indentures and the performance of its obligations thereunder, including guaranteeing the Exchange Notes in accordance with the provisions of the Indentures, have been duly authorized by the Guarantor.

LIMITATIONS AND QUALIFICATIONS

The foregoing Opinions are subject to the following limitations, qualifications, and exceptions:

A. The Opinions are limited to the matters expressly set forth above, and no opinion is implied or may be inferred beyond the matters expressly so stated. This letter is our opinion as to certain legal conclusions specifically set forth herein, and does not and shall not be deemed to be a representation or opinion as to any other matters.

B. Our Opinions are limited to the laws of the State of Wyoming existing on the date of this letter, and we assume no obligation to advise you of any future changes in the facts or law relating to the matters covered by this opinion. Furthermore, we express no opinion with respect to the compliance with any law, rule or regulation that is a matter of customary practice understood to be covered only when an opinion refers to it expressly. Without limiting the generality of the foregoing, we express no opinion on local or municipal law, anti-trust, environmental, land use, securities, tax, pension, employee benefit, margin, insolvency, anti-terrorism, money laundering, or investment company laws and regulations.

C. Our Opinions are subject to and limited by (1) bankruptcy, insolvency, reorganization, arrangement, moratorium and other similar laws of general applicability relating to or affecting creditors' rights generally; (2) fraudulent transfer and fraudulent conveyances laws; and (3) general principals of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether considered in a proceeding in equity or at law.

D. This Opinion has been prepared and given in accordance with, and shall be interpreted by, the customary practice of those lawyers licensed to practice law in the State of Wyoming who regularly give opinions of the kind, type and nature as those matters contained herein.

This Opinion is furnished for the benefit of the Company and is not to be quoted in whole or in part or otherwise referred to or disclosed to any person or entity or in any other transaction. Notwithstanding the foregoing, we hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the use of our name therein and in the related Prospectus under the caption "Legal Matters." In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

CROWLEY FLECK, PLLP

By: /S/ Alan C. Bryan

Schedule I

Guarantor

Name of Guarantor	State of Organization
Evanston Hospital Corporation	Wyoming

Exhibit 12.1

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

	Year Ended December 31,					Six Months Ended June 30,	
	2009	2010	2011	2012	2013	2013	2014
Earnings							
Income (loss) from continuing operations before provision for income taxes	$ 450,918	$ 521,449	$ 484,457	$ 521,846	$ 346,121	$ 74,195	$ (24,166)
Income from equity investees	(36,531)	(45,443)	(49,491)	(42,033)	(42,641)	(9,054)	(22,557)
Distributed income from equity investees	33,705	33,882	39,995	32,255	58,692	30,034	9,972
Interest and amortization of deferred finance costs	641,252	645,689	642,526	620,957	613,122	154,559	477,977
Amortization of capitalized interest	2,021	2,421	2,880	3,519	4,009	3,936	4,234
Implicit rental interest expense	57,241	59,966	61,555	66,104	69,721	17,415	52,482
Total earnings	$1,148,606	$1,217,964	$1,181,922	$1,202,648	$1,049,024	$ 271,085	$ 497,942
Fixed Charges							
Interest and amortization of deferred finance costs	$ 641,252	$ 645,689	$ 642,526	$ 620,957	$ 613,122	$ 154,559	$ 477,977
Capitalized interest	16,648	11,312	20,860	23,834	10,475	5,371	4,751
Implicit rental interest expense	57,241	59,966	61,555	66,104	69,721	17,415	52,482
Total fixed charges	$ 715,141	$ 716,967	$ 724,941	$ 710,895	$ 693,318	$ 177,345	$ 535,210
Ratio of earnings to fixed charges	1.61x	1.70x	1.63x	1.69x	1.51x	1.53x	*

* For the six months ended June 30, 2014, earnings were insufficient to cover fixed charges by approximately $37 million.

Exhibit 23.21

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-4 of our reports dated February 26, 2014 (September 17, 2014 as to Note 1), relating to the consolidated financial statements and consolidated financial statement schedule of Community Health Systems, Inc. and subsidiaries ("the Company"), appearing in the Current Report on Form 8-K dated September 17, 2014. Additionally, we consent to the incorporation by reference in this Registration Statement on Form S-4 of our report dated February 26, 2014 relating to the effectiveness of the Company's internal control over financial reporting, appearing in the Annual Report on Form 10-K of Community Health Systems, Inc. and subsidiaries for the year ended December 31, 2013 and to the reference to us under the headings "Experts" in the Prospectus, which is part of this Registration Statement.

/s/ Deloitte & Touche LLP

Nashville, TN
September 17, 2014

Exhibit 23.22

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption "Experts" in the Registration Statement (Form S-4 No. 333-00000) and related Prospectus of CHS/Community Health Systems, Inc. (CHS) for the registration of CHS' 5.125% Senior Secured Notes Due 2021 and CHS' 6.875% Senior Notes Due 2022 and to the incorporation therein of our report dated April 10, 2014 with respect to the consolidated financial statements of Health Management Associates, Inc. appearing in Community Health Systems, Inc.'s Current Report on Form 8-K dated April 10, 2014.

/s/ Ernst & Young LLP
Certified Public Accountants

Miami, Florida
September 17, 2014

Exhibit 25.1

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

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939
OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

☐ **CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b) (2)**

REGIONS BANK
(Exact name of trustee as specified in its charter)

An Alabama Banking Corporation	**63-0371391**
(Jurisdiction of incorporation)	**(I.R.S. Employer Identification No.)**

Regions Bank
Corporate Trust Department
1901 6th Avenue North, 28th Floor
Birmingham, Alabama 35203
(Address of principal executive offices)

Wallace L. Duke, Jr.
Vice President
Regions Bank, Corporate Trust Services
150 Fourth Avenue North, Suite 900
Nashville, Tennessee 37219
(615) 770-4359
(Name, address and telephone number of agent for service)

CHS/Community Health Systems, Inc.
(Exact name of obligor as specified in its charter)

Delaware	76-0137985
(Jurisdiction of incorporation)	(I.R.S. Employer Identification No.)

4000 Meridian Boulevard
Franklin, Tennessee 37067
(615) 465-7000
(Address of principal executive offices)

5.125% Senior Secured Notes due 2021
6.875% Senior Notes due 2022
(Title of the indenture securities)

Additional Obligors

Exact Name of Additional Obligors	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Community Health Systems, Inc.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	13-3893191
Abilene Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	46-0496920
Abilene Merger, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	46-0496918
Affinity Health Systems, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3391769
Affinity Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3391873
Amory HMA, LLC	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3750001
Anna Hospital Corporation	IL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	36-4431843
Anniston HMA, LLC	AL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	72-1346819
Bartow HMA, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-1888382
Berwick Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	23-2975836
Big Bend Hospital Corporation	TX	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	75-2717545
Big Spring Hospital Corporation	TX	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	75-2574581
Biloxi H.M.A., LLC	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	59-2754033
Birmingham Holdings II, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-2784086
Birmingham Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3320362
Blue Island Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-4082512
Blue Island Illinois Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	61-1667279
Bluefield Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-2372042
Bluefield Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-2372291
Bluffton Health System LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1792272
Brandon HMA, LLC	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	64-0885458

Exact Name of Additional Obligors	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Brevard HMA Holdings, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-3137706
Brevard HMA Hospitals, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-3141947
Brownsville Hospital Corporation	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	42-1557534
Brownwood Hospital, L.P.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762521
Brownwood Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762523
Bullhead City Hospital Corporation	AZ	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	86-0982071
Bullhead City Hospital Investment Corporation	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-1577204
Campbell County HMA, LLC	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2528273
Carlisle HMA, LLC	PA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	25-1887146
Carlsbad Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762526
Carolinas JV Holdings General, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-2227746
Carolinas JV Holdings, L.P.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-2227809
Central Florida HMA Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3964329
Central States HMA Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3964397
Centre Hospital Corporation	AL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-4370931
Chester HMA, LLC	SC	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-1231400
CHHS Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-2189938
CHS Kentucky Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-1639057
CHS Pennsylvania Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-1639170
CHS Virginia Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-1639119
CHS Washington Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3272205

Exact Name of Additional Obligors	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Citrus HMA, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-0195256
Clarksdale HMA, LLC	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	64-0869163
Clarksville Holdings II, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-5498575
Clarksville Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3320418
Cleveland Hospital Corporation	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1587878
Cleveland Tennessee Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1281627
Clinton Hospital Corporation	PA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	90-0003715
Coatesville Hospital Corporation	PA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	23-3069798
Cocke County HMA, LLC	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2528314
College Station Hospital, L.P.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762360
College Station Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762359
College Station Merger, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1771861
Community GP Corp.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1648466
Community Health Investment Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	76-0152801
Community LP Corp.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1648206
CP Hospital GP, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3904557
CPLP, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3904614
Crestwood Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1769644
Crestwood Hospital LP, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762369
CSMC, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762362
CSRA Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-5111915

Exact Name of Additional Obligors	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Deaconess Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	47-0890490
Deaconess Hospital Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-2401268
Deming Hospital Corporation	NM	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	85-0438008
Desert Hospital Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-8111921
Detar Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1754943
DHFW Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-2817294
DHSC, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-2871473
Dukes Health System, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	52-2379885
Dyersburg Hospital Corporation	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	42-1557536
Emporia Hospital Corporation	VA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	54-1924866
Evanston Hospital Corporation	WY	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	83-0327475
Fallbrook Hospital Corporation	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	91-1918215
Florida HMA Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3964255
Foley Hospital Corporation	AL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1811413
Forrest City Arkansas Hospital Company, LLC	AR	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-4217095
Forrest City Hospital Corporation	AR	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-4216978
Fort Payne Hospital Corporation	AL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-4370870
Fort Smith HMA, LLC	AR	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-1013889
Frankfort Health Partner, Inc.	IN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	35-2009540
Franklin Hospital Corporation	VA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	52-2200240
Gadsden Regional Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	63-1102774
Galesburg Hospital Corporation	IL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	37-1485782

Exact Name of Additional Obligors	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Granbury Hospital Corporation	TX	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	75-2682017
Granite City Hospital Corporation	IL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	36-4460625
Granite City Illinois Hospital Company, LLC	IL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	36-4460628
Greenville Hospital Corporation	AL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	63-1134649
GRMC Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-8112090
Hallmark Healthcare Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	63-0817574
Hamlet H.M.A., LLC	NC	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	58-1741827
Health Management Associates, Inc.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	61-0963645
Health Management Associates, LP	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-1601497
Health Management General Partner I, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	46-1721316
Health Management General Partner, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	46-1690736
HMA Fentress County General Hospital, LLC	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	95-3974754
HMA Hospitals Holdings, LP	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3964154
HMA Santa Rosa Medical Center, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	68-0045270
HMA Services GP, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	46-1707507
Hobbs Medco, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1769641
Hospital Management Associates, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	35-1410796
Hospital Management Services of Florida, LP	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-5917647
Hospital of Barstow, Inc.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	76-0385534
Hospital of Fulton, Inc.	KY	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	61-1218106
Hospital of Louisa, Inc.	KY	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	61-1238190

Exact Name of Additional Obligors	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Hospital of Morristown, Inc.	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1528689
Jackson HMA, LLC	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	64-0907122
Jackson Hospital Corporation (KY)	KY	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	61-1285331
Jackson Hospital Corporation (TN)	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	42-1557525
Jefferson County HMA, LLC	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2528414
Jourdanton Hospital Corporation	TX	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	74-3011840
Kay County Hospital Corporation	OK	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-4052833
Kay County Oklahoma Hospital Company, LLC	OK	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-4052936
Kennett HMA, LLC	MO	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-0248087
Key West HMA, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	65-0905661
Kirksville Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	36-4373298
Knoxville HMA Holdings, LLC	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2528116
Lakeway Hospital Corporation	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1564360
Lancaster Hospital Corporation	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	57-1010381
Las Cruces Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	75-2905434
Lea Regional Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1760149
Lehigh HMA, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	65-1144586
Lexington Hospital Corporation	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	42-1557533
Lone Star HMA, L.P.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	41-2035884
Longview Clinic Operations Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	75-1470252
Longview Medical Center, L.P.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762420

Exact Name of Additional Obligors	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Longview Merger, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1769639
LRH, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762421
Lutheran Health Network of Indiana, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762363
Madison HMA, LLC	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	03-0400182
Marion Hospital Corporation	IL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	37-1359605
Martin Hospital Corporation	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	42-1557527
Massillon Community Health System LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	55-0799029
Massillon Health System LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	34-1840860
Massillon Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-0201156
McKenzie Tennessee Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	42-1557531
McNairy Hospital Corporation	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	42-1557530
MCSA, L.L.C.	AR	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	71-0785071
Medical Center of Brownwood, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762425
Melbourne HMA, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-3142044
Merger Legacy Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-1344746
Mesquite HMA General, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	41-2035879
Metro Knoxville HMA, LLC	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2535623
Mississippi HMA Holdings I, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3964464
Mississippi HMA Holdings II, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3964541
MMC of Nevada, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	42-1543617
Moberly Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	43-1651906
Monroe HMA, LLC	GA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-0141568

Exact Name of Additional Obligors	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
MWMC Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-8007512
Nanticoke Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-4577346
Naples HMA, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-4401957
National Healthcare of Leesville, Inc.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	95-4066162
National Healthcare of Mt. Vernon, Inc.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	58-1622971
National Healthcare of Newport, Inc.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	71-0616802
Navarro Hospital, L.P.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762428
Navarro Regional, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762429
NC-DSH, LLC	NV	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	88-0305790
Northampton Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	52-2325498
Northwest Arkansas Hospitals, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-5896848
Northwest Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762430
NOV Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-8112009
NRH, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762431
Oak Hill Hospital Corporation	WV	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-0003893
Oro Valley Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	52-2379881
Palmer-Wasilla Health System, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762371
Payson Hospital Corporation	AZ	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	86-0874009
Peckville Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2672049
Pennsylvania Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	06-1694707
Phillips Hospital Corporation	AR	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	75-2976342

Exact Name of Additional Obligors	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Phoenixville Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-1055060
Poplar Bluff Regional Medical Center, LLC	MO	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	43-1238701
Port Charlotte HMA, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-1852902
Pottstown Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	06-1694708
Punta Gorda HMA, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	65-0526360
QHG Georgia Holdings II, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-1344786
QHG Georgia Holdings, Inc.	GA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	58-2386459
QHG Georgia, LP	GA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	58-2387537
QHG of Bluffton Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1792274
QHG of Clinton County, Inc.	IN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	35-2006952
QHG of Enterprise, Inc.	AL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	63-1159023
QHG of Forrest County, Inc.	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1704095
QHG of Fort Wayne Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	35-1946949
QHG of Hattiesburg, Inc.	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1704097
QHG of Massillon, Inc.	OH	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	31-1472380
QHG of South Carolina, Inc.	SC	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1587267
QHG of Spartanburg, Inc.	SC	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	57-1040117
QHG of Springdale, Inc.	AR	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1755664
QHG of Warsaw Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1764509
Quorum Health Resources, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1742954
Red Bud Hospital Corporation	IL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	36-4444121

Exact Name of Additional Obligors	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Red Bud Illinois Hospital Company, LLC	IL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	36-4443919
Regional Hospital of Longview, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762464
River Oaks Hospital, LLC	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	64-0626874
River Region Medical Corporation	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1576702
Rockledge HMA, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-3142075
ROH, LLC	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	64-0780035
Roswell Hospital Corporation	NM	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	74-2870118
Ruston Hospital Corporation	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-8066937
Ruston Louisiana Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-8066999
SACMC, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762472
Salem Hospital Corporation	NJ	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	22-3838322
San Angelo Community Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762473
San Angelo Medical, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1769697
San Miguel Hospital Corporation	NM	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	74-2930034
Scranton Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-4577223
Scranton Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-4564798
Scranton Quincy Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2671991
Scranton Quincy Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2672023
Sebastian Hospital, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	65-0425888
Sebring Hospital Management Associates, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	59-2546390
Sharon Pennsylvania Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	46-4257540
Sharon Pennsylvania Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	38-3920098

Exact Name of Additional Obligors	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Shelbyville Hospital Corporation	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-2909388
Siloam Springs Arkansas Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3635210
Siloam Springs Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3635188
Southeast HMA Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3964613
Southern Texas Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1769737
Southwest Florida HMA Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3964696
Spokane Valley Washington Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-1315140
Spokane Washington Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-1315081
Statesville HMA, LLC	NC	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	56-2206788
Tennessee HMA Holdings, LP	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	46-1750499
Tennyson Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3943816
Tomball Texas Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2784214
Tomball Texas Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2856063
Tooele Hospital Corporation	UT	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	87-0619248
Triad Healthcare Corporation	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	75-2816101
Triad Holdings III, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	75-2821745
Triad Holdings IV, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1766957
Triad Holdings V, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	51-0327978
Triad Nevada Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-1639289
Triad of Alabama, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762412
Triad of Oregon, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1761990

Exact Name of Additional Obligors	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Triad-ARMC, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	46-0496926
Triad-El Dorado, Inc.	AR	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1628508
Triad-Navarro Regional Hospital Subsidiary, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1681610
Tunkhannock Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-4566015
Van Buren H.M.A., LLC	AR	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	58-1725652
Venice HMA, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-1852812
VHC Medical, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1769671
Vicksburg Healthcare, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1752111
Victoria Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1760818
Victoria of Texas, L.P.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1754940
Virginia Hospital Company, LLC	VA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	02-0691406
Warren Ohio Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-3190619
Warren Ohio Rehab Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-3190578
Watsonville Hospital Corporation	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	91-1894113
Waukegan Hospital Corporation	IL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3978400
Waukegan Illinois Hospital Company, LLC	IL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3978521
Weatherford Hospital Corporation	TX	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-5694260
Weatherford Texas Hospital Company, LLC	TX	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-5694301
Webb Hospital Corporation	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-0167530
Webb Hospital Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-0167590
Wesley Health System LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	52-2050792

Exact Name of Additional Obligors	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
West Grove Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	25-1892279
WHMC, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762551
Wilkes-Barre Behavioral Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3632720
Wilkes-Barre Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3632542
Wilkes-Barre Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3632648
Williamston Hospital Corporation	NC	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1749107
Winder HMA, LLC	GA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3749930
Women & Children's Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762556
Woodland Heights Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762558
Woodward Health System, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762418
Yakima HMA, LLC	WA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-0506909
York Pennsylvania Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	32-0360922
York Pennsylvania Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-4082660
Youngstown Ohio Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-3074094

Item 1. General Information. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Federal Reserve Bank of Atlanta, 1000 Peachtree Street NE, Atlanta, Georgia 30309-4470
Alabama State Banking Department, P.O. Box 4600, Montgomery, Alabama 36103-4600

(b) Whether it is authorized to exercise corporate trust powers.

The Trustee is authorized to exercise corporate trust powers.

Item 2. Affiliations with Obligor. If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

No responses are included for Items 3-15 of this Form T-1 because to the best of the Trustee's knowledge, the obligor is not in default as provided under Item 13.

Item 16. List of Exhibits.

Exhibit 1. Articles of Incorporation of the Trustee, attached as Exhibit 1.

Exhibit 2. Not applicable.

Exhibit 3. Authorization of the Trustee to exercise corporate trust powers (incorporated by reference to Exhibit 3 to Form T-1, Registration No. 22-21909).

Exhibit 4. Bylaws of the Trustee, attached as Exhibit 4

Exhibit 5. Not applicable.

Exhibit 6. The consent of the Trustee required by Section 321(b) of the Act, attached as Exhibit 6.

Exhibit 7. A copy of the latest report of condition of the Trustee published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.

Exhibit 8. Not applicable.

Exhibit 9. Not applicable.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Regions Bank, an Alabama banking corporation, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Nashville and State of Tennessee on the 17th day of September, 2014.

REGIONS BANK

By: /s/ Wallace L. Duke, Jr.
Name: Wallace L. Duke, Jr.
Title: Vice President

Exhibit 1 to Form T-1

ARTICLES OF INCORPORATION OF THE TRUSTEE

This instrument prepared by:

Charles C. Pinckney
Adams and Reese LLP
1901 6th Avenue North, Suite 3000
Birmingham, Alabama 35203

ARTICLES OF AMENDMENT TO

ARTICLES OF INCORPORATION

OF

REGIONS BANK

REGIONS BANK, a corporation organized and existing under the laws of the State of Alabama, hereby certifies as follows:

1.) The name of the corporation is Regions Bank.

2.) This restatement of the Articles of Incorporation restates and integrates the amendments to the Articles of Incorporation as previously filed and further amends the Articles of Incorporation by amending Article 6 of the Articles of Incorporation as previously filed.

3.) The text of the Restated Articles of Incorporation reads as herein set forth in full:

RESTATED ARTICLES OF INCORPORATION

OF

REGIONS BANK

1. The name of this corporation shall be Regions Bank.

2. The principal place of business shall be 1900 Fifth Avenue North, Birmingham, Alabama. The general business of Regions Bank (the "Bank") shall be conducted at its main office and its branches and other facilities.

3. The Bank shall have the following objects, purposes and powers:

a. To sue and be sued, complain and defend, in its corporate name.

b. To have a corporate seal which may be altered at pleasure, and to use the same by causing it, or a facsimile thereof, to be impressed or affixed or in any other manner reproduced.

c. To purchase, take, receive, lease, or otherwise acquire, own, hold, improve, use and otherwise deal in and with, real or personal property, or any interest therein, wherever situated.

d. To sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all or any part of its property and assets, subject to the limitations hereinafter prescribed.

e. To lend money and use its credit to assist its employees.

f. To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations of, other domestic or foreign corporations, associations, partnerships or individuals, or direct or indirect obligations of the United States or of any other government, state, territory, governmental district, or municipality or of any instrumentality thereof as may be permitted by law or appropriate regulations.

g. To make contracts, guarantees, and indemnity agreements and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage, pledge of, or creation of security interests in, all or any of its property, franchises, or income, or any interest therein, not inconsistent with the provisions of the Constitution of Alabama as the same may be amended from time to time.

h. To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.

i. To conduct its business, carry on its operations and have offices and exercise the powers granted by this Article, within or without the State of Alabama.

j. To elect or appoint and remove officers and agents of the Bank, and define their duties and fix their compensation.

k. To make and alter by its board of directors bylaws not inconsistent with its articles of incorporation or with the laws of this state for the administration and regulation of the affairs of the Bank.

l. To make donations for the public welfare or for charitable, scientific, or educational purposes.

m. To transact any lawful business which the board of directors shall find will be in aid of governmental policy.

n. To pay pensions and establish pension plans, pension trusts, profit sharing plans, stock bonus plans, stock option plans and other incentive plans for any or all of its directors, officers and employees.

o. To be a promoter, incorporator, partner, member, trustee, associate, or manager of any domestic or foreign corporation, partnership, joint venture, trust, or other enterprise.

p. To consolidate or merge, before or after the completion of its works or plants, in the manner herein provided, with any other foreign or domestic corporation or corporations engaged in the business of banking or trust companies doing a banking business subject to the limitations hereinafter prescribed.

q. To have and exercise all powers permitted by the laws of Alabama necessary or convenient to effect its purposes.

r. To discount bills, notes or other evidences of debt.

s. To receive and pay out deposits, with or without interest, pay checks, and impose charges for any services.

t. To receive on special deposit money, bullion or foreign coins or bonds or other securities.

u. To buy and sell foreign and domestic exchanges, gold and silver bullion or foreign coins, bonds, bills of exchange, notes and other negotiable paper.

v. To lend money on personal security or upon pledges of bonds, stocks or other negotiable securities.

w. To take and receive security by mortgage, security or otherwise on property, real and personal.

x. To become trustee for any purpose and be appointed and act as executor, administrator, guardian, receiver, or fiduciary.

y. To lease real and personal property upon specific request of a customer, provided it complies with any applicable Alabama laws regulating leasing real property or improvements thereon to others.

z. To perform computer, management and travel agency services for others.

aa. To subscribe to the capital stock and become a member of the federal reserve system and comply with rules and regulations thereof.

bb. To do any business and exercise directly or through operating subsidiaries any powers incident to the business of banks.

4. The duration of the corporation shall be perpetual.

5. The Board of Directors is expressly authorized from time to time to fix the number of Directors which shall constitute the entire Board, subject to the following:

a. The number of Directors constituting the entire Board shall be fixed from time to time by vote of a majority of the entire Board, provided, however, that the number of Directors shall not be reduced so as to shorten the term of any Director at the time in office, and provided further, shall not be less than three nor more than twenty-five (25). Each Director shall be the record owner of the requisite number of shares of common stock of the Bank's parent bank holding company fixed by the appropriate regulatory authorities.

b. Notwithstanding any other provisions of the Articles of Incorporation or the bylaws of the Bank (and notwithstanding the fact that some lesser percentage may be specified by law, these Restated Articles of Incorporation or the bylaws of the Bank), any Director or the entire Board of Directors of the Bank may be removed at any time, with or without cause by the affirmative vote of the holders of ninety percent (90%) or more of the outstanding shares of capital stock of the Bank entitled to vote generally in the election of directors (considered for this purpose as one class) cast at a meeting of the stockholders called for that purpose.

6. The aggregate number of shares of capital stock which the Bank shall have authority to issue is thirty thousand five hundred forty six (30,546) shares, which shall be common stock, par value five dollars ($5.00) per share (the "Common Stock"). The Bank shall not issue fractional shares of stock, but shall pay in cash the fair value of fractions of a share as of the time when those otherwise entitled to receive such fractions are determined.

a. Shareholders shall not have pre-emptive rights to purchase shares of any class of capital stock of the Bank. The Bank, at any time and from time to time, may authorize and issue debt obligations, whether or not subordinated, without the approval of the shareholders.

b. Authority is hereby expressly granted to the Board of Directors from time to time to issue any authorized but unissued shares of Common Stock for such consideration and on such terms as it may determine. Every share of Common Stock of the Bank shall have one vote at any meeting of the shareholders and may be voted by the shareholders of record either in person or by proxy.

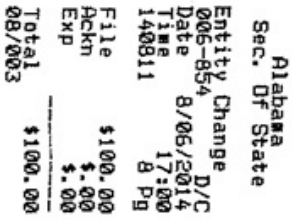
c. In the event of any liquidation, dissolution, or winding up of the Bank or upon the distribution of the assets of the Bank, the assets of the Bank remaining after satisfaction of all obligations and liabilities shall be divided and distributed among the holders of the Common Stock ratably. Neither the merger or consolidation of the Bank with another corporation nor the sale or lease of all or substantially all of the assets of the Bank shall be deemed to be a liquidation, dissolution, or winding up of the Bank or a distribution of its assets.

d. The holders of Common Stock shall have the exclusive power to vote and shall have one vote in respect of each share of such stock held by them.

7. The Chief Executive Officer, Secretary, Board of Directors, or holder(s) of at least 90% of the issued and outstanding voting stock of the Bank may call a special meeting of shareholders at any time. Unless otherwise provided by the laws of Alabama, notice of the time, place, and purpose of every annual and special meeting of the shareholders shall be given by first-class mail, postage prepaid, mailed at least ten days prior to the date of such meeting to each shareholder of record at his address as shown upon the stock transfer book of this Bank.

8. The Bank reserves the right to amend, alter, change or repeal any provision contained in these Restated Articles of Incorporation, in the manner now or hereafter provided by law, at any regular or special meeting of the shareholders, and all rights conferred upon officers, directors and shareholders of the Bank hereby are granted subject to this reservation.

9. The Bank shall indemnify its officers, directors, employees, and agents to the fullest extent permitted by the Constitution and laws of the State of Alabama.



4.) This amendment to and restatement of the Articles of Incorporation was duly adopted by vote of the directors of the Bank pursuant to Section 10A-2-10.03 of the Alabama Business Corporation Law and was approved by the sole shareholder in accordance with Section 10A-2-10.03, by unanimous consent of the holder of 21,546 shares of common stock, constituting all of the shares of capital stock of the Bank outstanding, indisputably represented, and entitled to vote on the amendment. The date of adoption of the Restated Articles of Incorporation was July 17, 2014.

IN WITNESS WHEREOF, said Regions Bank has caused this certificate to be signed by Fournier J. Gale, III, its Senior Executive Vice President, General Counsel and Corporate Secretary, this 17th day of July, 2014.

REGIONS BANK

By: /s/ Fournier J. Gale, III
Fournier J. Gale, III
Senior Executive Vice President, General Counsel and Corporate Secretary

STATE OF ALABAMA

MONTGOMERY COUNTY

I, John D. Harrison, as Superintendent of Banks for the State of Alabama, do hereby certify that I have fully and duly examined the foregoing Articles of Amendment whereby the shareholder of Regions Bank, a banking corporation located at Birmingham, Alabama, proposes to Restate the Articles of Incorporation.

See attached Articles of Amendment which Restate the Articles of Incorporation of Regions Bank.

I do hereby certify that said Amendment of the Articles of Incorporation appear to be in substantial conformity with the requirements of law and they are hereby approved. Upon the filing of the same, together with this Certificate of Approval, with the proper agency as required by law, the Restated Articles of Incorporation of said bank shall be effective.

Given under my hand and seal of office this the 30th day of July, 2014.

/s/ John D. Harrison

[Seal]

John D. Harrison
Superintendent of Banks

Jefferson County

I, the Undersigned, as Judge of Probate in and for said County, in said State, hereby certify that the foregoing is a full, true and correct copy of the instrument with the filing of same as appears of record in this office in vol. 201415 page 9638 Given under my hand and official seal, this the 31st day of July, 2014.

/s/ Alan L. King

Judge of Probate

Exhibit 4 to Form T-1

BY-LAWS OF THE TRUSTEE

BY-LAWS OF
REGIONS BANK

(As amended July 18, 2013)

ARTICLE I. OFFICES

Section 1. Registered Office.

The registered office shall be established and maintained at the office of the CSC Lawyers Incorporating Service, Inc., in the City of Montgomery, in the County of Montgomery, in the State of Alabama, and said corporation shall be the registered agent of this Bank in charge thereof.

Section 2. Other Offices.

The Bank may have other offices, either within or without the State of Alabama, at such place or places as the Board of Directors may from time to time appoint or the business of the Bank may require.

Section 3. Principal Place of Business.

The principal place of business of the Bank shall be in Birmingham, Alabama.

ARTICLE II. MEETINGS OF STOCKHOLDERS

Section 1. Annual Meeting.

Annual meetings of stockholders for the election of Directors and for such other business as may be stated in the notice of the meeting, shall be held at such place, either within or without the State of Alabama, and at such time and date as the Board of Directors, by resolution, shall determine and as set forth in the notice of the meeting.

At each annual meeting, the stockholders entitled to vote shall elect Directors, and they may transact such other corporate business as may properly come before the meeting.

Section 2. Special Meetings.

Special meetings of the stockholders for any purpose or purposes, other than the election of Directors, may be called at any time by the Chairman of the Board, the Chief Executive Officer, the President, the Secretary, or by resolution of the Directors. Special meetings of stockholders may be held at such time and place, within or without the State of Alabama, as shall be stated in the notice of the meeting.

Section 3. Voting.

The vote of a majority of the votes cast by the shares entitled to vote on any matter at a meeting of stockholders at which a quorum is present shall be the act of the stockholders on that matter, except as otherwise required by law or by the articles of incorporation of the Bank.

Section 4. Quorum.

A majority of the outstanding shares of the Bank entitled to vote, represented in person or by proxy, shall constitute a quorum at meetings of stockholders. If less than a majority of the outstanding shares are represented, a majority of the shares so represented may adjourn the meeting from time to time without further notice, but until a quorum is secured no other business may be transacted. The stockholders present at a duly organized meeting may continue to transact business until an adjournment notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

ARTICLE III. DIRECTORS

Section 1. Number and Term.

The number of Directors which shall constitute the whole Board of Directors shall be fixed, from time to time, by resolutions adopted by the Board of Directors, but shall not be less than three persons. The number of Directors shall not be reduced so as to shorten the term of any Director at the time in office.

At each annual meeting of stockholders, all Directors shall be elected for terms of one year, and except as hereinafter provided, each Director shall hold office until the next annual meeting or until his or her successor shall have been elected and qualified, or until his or her earlier retirement, death, resignation or removal. Directors need not be residents of Alabama.

Section 2. Chairman of the Board and Vice Chairman of the Board.

The Board of Directors shall by majority vote designate from time to time from among its members a Chairman of the Board. The Chairman of the Board shall preside at all meetings of the stockholders and of the Board of Directors of the Bank. He or she shall have and perform such duties as prescribed by the By-Laws and by the Board of Directors. The position of Chairman of the Board is a Board position, provided however, the position of Chairman of the Board may be held by a person who is also an officer of the Bank.

The Board of Directors may by majority vote designate from time to time from among its members one or more Vice Chairmen of the Board. A Vice Chairman of the Board shall preside at all meetings of the stockholders and of the Board of Directors of the Bank which the Chairman of the Board shall be unable to attend. He or she shall assist the Chairman of the Board in the exercise of his or her duties and shall have and perform such duties as are prescribed from time to time by the Board of Directors. In the event of the death or incapacity of the Chairman of the Board, he or she shall perform all the duties of the Chairman of the Board until the next annual meeting of the stockholders or until the Board shall have sooner elected a successor Chairman of the Board. The position of Vice Chairman of the Board is a Board position, provided however, that the position of Vice Chairman of the Board may be held by a person who is also an officer of the Bank.

In the absence of the Chairman of the Board and Vice Chairman of the Board or in case of their inability to act, the Independent Lead Director, if at the time a Director of the Bank has been designated by the Board of Directors as such, shall have and exercise all the powers and duties of such office and shall preside at all meetings of the Board of Directors. If at any Board of Directors meeting none of such persons is present or able to act, the Board of Directors shall select one of its members as acting chair of the meeting or portion thereof.

Section 3. Resignations.

Any Director may resign at any time. Such resignation shall be made in writing, and shall take effect at the time of its receipt by the Chairman of the Board, Chief Executive Officer, the President, or the Secretary or at such other time as may be specified therein. The acceptance of a resignation shall not be necessary to make it effective.

Section 4. Vacancies.

If the office of any Director becomes vacant, the remaining Directors in office, though less than a quorum, by a majority vote, may appoint any qualified person to fill such vacancy, who shall hold office for the unexpired term and until his successor shall be duly chosen.

Section 5. Removal.

Any Director may be removed at any time, with or without cause, by the affirmative vote of the holders of a majority of the outstanding shares of capital stock of the Bank entitled to vote generally in the election of Directors considered for this purpose as one class cast at a meeting of the stockholders called for that purpose.

Section 6. Powers.

The Board of Directors shall exercise all the powers of the Bank except such as are by law, by the Articles of Incorporation of the Bank or pursuant to the Bank's bylaws conferred upon or reserved to the stockholders.

Section 7. Meetings.

A regular meeting of the Board of Directors shall be held immediately before or after the annual meeting of stockholders. Additional regular meetings of the Directors may be held without notice at such places and times as shall be determined from time to time by resolution of the Directors.

Special meetings of the Board of Directors may be called by the Chairman of the Board, the Chief Executive Officer, the President, or by the Secretary on the written request of a majority of the Board of Directors on at least two days' notice to each Director and shall be held at such place or places as may be determined by the Directors, or as shall be stated in the call of the meeting.

Unless otherwise restricted by the Articles of Incorporation or these By-Laws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or any committee, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 8. Quorum.

A majority of the Directors shall constitute a quorum for the transaction of business. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is obtained, and no further notice thereof need be given other than by announcement at the meeting which shall be so adjourned. Notwithstanding the withdrawal of enough Directors to leave less than a quorum, the Directors present at a duly organized meeting may continue to transact business until adjournment.

Section 9. Compensation.

Directors shall not receive any stated salary for their services as Directors or as members of committees, except that by resolution of the Board of Directors, retainer fees, meeting fees, and expenses of attendance at meetings may be authorized. Nothing herein contained shall be construed to preclude any Director from serving the Bank in any other capacity as an officer, agent or otherwise, and receiving compensation therefore.

Section 10. Action Without Meeting.

Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof, may be taken without a meeting, if prior to such action a written consent thereto is signed by all members of the Board of Directors, or of such committee as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or committee.

Section 11. Committees.

A majority of the whole Board of Directors shall have the authority to designate one or more committees, each committee to consist of one or more of the Directors of the Bank. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the Board or in these By-Laws, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Bank, and may authorize the seal of the. Bank to be affixed to all papers which may require it; provided, however, that in the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not the member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

Section 12. Eligibility.

No person shall be eligible to serve as Director of the Bank unless such person shall be the owner of shares of stock of the parent holding company of the number and held in the manner sufficient to meet the requirements of any applicable law or regulation in effect requiring the ownership of Directors' qualifying shares.

Section 13. Directors Protected.

Each Director shall in the performance of his or her duties be fully protected in relying in good faith upon reports made to the Directors by the officers of the Bank or by state or federal bank examiners or by any independent accountant or by any appraiser selected with reasonable care, or by counsel, or by a committee of the Board, or in relying in good faith upon other records or books of account of the Bank.

ARTICLE IV. OFFICERS

Section 1. Officers, Elections, Terms.

The officers of the Bank shall be a Chief Executive Officer; a President; one or more Regional or Local Presidents if the Board so determines; one or more Vice Presidents, who may be designated Senior Executive Vice Presidents, Executive Vice Presidents, Senior Vice Presidents, Vice Presidents, and Assistant Vice Presidents; a Secretary; one or more Assistant Secretaries; a Chief Financial Officer; a Controller; an Auditor; and such other officers as may be deemed appropriate. All of such officers shall be appointed annually by the Board of Directors to serve for a term of one year and until their respective successors are appointed and qualified or until such officer's earlier death, resignation, retirement, or removal, except that the Board of Directors may delegate the authority to appoint officers holding the position of Senior Executive Vice President and below in accordance with procedures established or modified by the Board from time to time. Those Officers who serve in the Trust Department shall be so designated by the word "Trust" in their title. None of the officers of the Bank need be Directors. More than one office may be held by the same person.

Section 2. Chief Executive Officer.

The Board of Directors shall appoint a Chief Executive Officer of the Bank. The Chief Executive Officer is the most senior executive officer of the Bank, and shall be vested with authority to act for the Bank in all matters and shall have general supervision of the Bank and of its business affairs, including authority over the detailed operations of the Bank and over its personnel, with full power and authority during intervals between sessions of the Board to do and perform in the name of the Bank all acts and deeds necessary or proper, in his or her opinion, to be done and performed and to execute for and in the name of the Bank all instruments, agreements, and deeds which may be authorized to be executed in behalf of the Bank or which may be required by law. The Chief Executive Officer may, but need not, also hold the office of President.

Section 3. President.

The President shall, subject to the control of the Board of Directors and of any committee of the Board having authority in the premises, have, and may exercise the authority to act for the Bank in all ordinary matters and perform other such duties as directed by the By-Laws, the Board of Directors, or the Chief Executive Officer. Among the officers of the Bank, the President is subordinate to only the Chief Executive Officer and is senior to the other officers of the Bank. The authority of the President shall include authority over the detailed operations of the Bank and over its personnel with full power and authority during intervals between sessions of the Board to do and perform in the name of the Bank all acts and deeds necessary or proper, in his or her opinion, to be done and performed and to execute for and in the name of the Bank all instruments, agreements, and deeds which may be authorized to be executed in behalf of the Bank or which may be required by law.

Section 4. Vice Presidents.

The Vice Presidents shall, subject to the control of the Board of Directors, the Chief Executive Officer or the President, have and may exercise the authority vested in them in all proper matters, including authority over the detailed operations of the Bank and over its personnel.

Section 5. Chief Financial Officer.

The Chief Financial Officer or his designee shall have custody of all funds of the Bank. He or his designee shall have and perform such duties as are incident to the office of Chief Financial Officer and such other duties as may from time to time be assigned to him by the Board of Directors, the Chief Executive Officer, or the President.

Section 6. Secretary.

The Secretary shall keep minutes of all meetings of the stockholders and the Board of Directors unless otherwise directed by those bodies. The Secretary, or in his absence, any Assistant Secretary, shall attend to the giving and serving of all notices of the Bank. He shall perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors, and shall do and perform such other duties as may from time to time be assigned by the Board of Directors, the Chairman of the Board, the Chief Executive Officer, or the President,

Section 7. Controller.

The Controller shall, under the direction of the Chief Executive Officer, the President, the Chief Financial Officer, or a more senior officer, have general supervision and authority over all reports required of the Bank by law or by any public body or officer or regulatory authority pertaining to the condition of the Bank and its assets and liabilities. The Controller shall have general supervision of the books and accounts of the Bank and its methods and systems of recording and keeping accounts of its business transactions and of its assets and liabilities. The Controller shall be responsible for preparing statements showing the financial condition of the Bank and shall furnish such reports and financial records as may be required of him or her by the Board of Directors or by the Chief Executive Officer, the President, the Chief Financial Officer, or other more senior officer.

Section 8. Auditor.

The Auditor's office may be filled by an employee of the Bank or his or her duties may be performed by an employee or committee of the parent company of the Bank. The Auditor shall have general supervision of the auditing of the books and accounts of the Bank, and shall continuously and from time to time check and verify the Bank's transactions, its assets and liabilities, and the accounts and doings of the officers, agents and employees of the Bank with respect thereto. The Auditor whether an employee of the Bank or of its parent shall be directly accountable to and under the jurisdiction of the Board of Directors and, if applicable, its designated committee, acting independently of all officers, agents and employees of the bank. The Auditor shall render reports covering matters in his or her charge regularly and upon request to the Board and, if applicable, its designated committee.

Section 9. Other Officers and Agents.

The Board of Directors may appoint such other officers and agents as it may deem advisable, who shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. The functions of a cashier of the Bank may be performed by the Controller or any other officer of the Bank whose area of responsibility includes the function to be performed.

Section 10. Officer in Charge of Wealth Management.

The officer in charge of Wealth Management shall be designated as such by the Board of Directors and shall exercise general supervision and management over the affairs of Private Wealth Management, Institutional Services, and Wealth Management Operations and Support, which groups are responsible for exercise of the Bank's trust powers. That officer is hereby empowered to appoint all necessary agents or attorneys; also to make, execute and acknowledge all checks, bonds, certificates, deeds, mortgages, notes, releases, leases, agreements, contracts, bills of sale, assignments, transfers, powers of attorney or of substitution, proxies to vote stock, or any other instrument in writing that may be necessary in the purchase, sale, mortgage, lease, assignment, transfer, management or handling, in any way of any property of any description held or controlled by the Bank in any fiduciary capacity. Said officer shall have such other duties and powers as shall be designated by the Board of Directors.

Section 11. Other Officers in Private Wealth Management, Institutional Services, and Wealth Management Operations and Support.

The officer in charge of Wealth Management shall appoint officers responsible for the activities of Private Wealth Management, Institutional Services, and Wealth Management Operations and Support. Various other officers as designated by the officers responsible for the activities of Private Wealth Management, Institutional Services, and Wealth Management Operations and Support are empowered and authorized to make, execute, and acknowledge all checks, bonds, certificates, deeds, mortgages, notes, releases, leases, agreements, contracts, bills of sale, assignments, transfers, powers of attorney or substitution, proxies to vote stock or any other instrument in writing that may be necessary to the purchase, sale, mortgage, lease, assignments, transfer, management or handling in any way, of any property of any description held or controlled by the Bank in any fiduciary capacity.

Section 12. Removal and Retirement of Officers.

At its pleasure, the Board of Directors may remove any officer from office at any time by a majority vote of the Board, provided however that the terms of any employment or compensation contract shall be honored according to its terms. An individual's status as an officer will terminate without the necessity of any other action or ratification immediately upon termination for any reason of the individual's employment by the Bank.

ARTICLE V. MISCELLANEOUS

Section 1. Certificates of Stock.

Certificates of stock of the Bank shall be signed by the President and the Secretary of the Bank, which signatures may be represented by a facsimile signature. The certificate may be sealed with the seal of the Bank or an engraved or printed facsimile thereof. The certificate represents the number of shares of stock registered in certificate form owned by such holder.

Section 2. Lost Certificates.

In case of the loss or destruction of any certificate of stock, the holder or owner of same shall give notice thereof to the Chief Executive Officer, the President, any Vice President, or the Secretary of the Bank and, if such holder or owner shall desire the issue of a new certificate in the place of the one lost or destroyed, he or she shall make affidavit of such loss or destruction and deliver the same to any one of said officers and accompany the same with a bond with surety satisfactory to the Bank to indemnify the

Bank and save it harmless against any loss, cost or damage in case such certificate should thereafter be presented to the Bank, which affidavit and bond shall be, at the discretion of the deciding party listed in this Section 2, unless so ordered by a court having jurisdiction over the matter, approved or rejected by the Board of Directors or by the Chief Executive Officer or by the President or an Executive or Senior Vice President before the issue of any new certificate.

Section 3. Transfer of Shares.

Title to a certificate and to the shares represented thereby can be transferred only by delivery of the certificate endorsed either in blank or to a specified person by the person appearing by the certificate to be the owner of the shares represented thereby, or by delivery of the certificate and a separate document containing a written assignment of the certificate or a power of attorney to sell, assign, or transfer the same or the shares represented thereby, signed by the person appearing by the certificate to be the owner of the shares represented thereby. Such assignment or power of attorney may be either in blank or to a specified person.

Section 4. Fractional Shares.

No fractional part of a share of stock shall ever be issued by this Bank.

Section 5. Stockholders Record Date.

In order that the Bank may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Dividends.

Subject to the provisions of the Articles of Incorporation, the Board of Directors may, out of funds legally available therefore at any regular or special meeting, declare dividends upon the capital stock of the Bank as and when they deem expedient. Before declaring any dividend there may be set apart out of any fund of the Bank available for dividends, such sum or sums as the Directors from time to time in their discretion deem proper for working capital or as a reserve fund to meet contingencies or for equalizing dividends or for such other purposes as the Directors shall deem conducive to the interests of the Bank. No dividends shall be declared which exceed the amounts authorized by applicable laws and regulations or are otherwise contrary to law.

Section 7. Seal.

The corporate seal of the Bank shall be circular in shape and shall include the words “Regions Bank” around the outer edge of the circle and the word “Seal” in the center of the circle. The seal may also include appropriate descriptors, such as the words: “An Alabama Banking Corporation”. The Secretary of the Bank shall have custody of the seal and is authorized to affix the same to instruments, documents, and papers as required by law or as customary or appropriate in the Secretary’s judgment and

discretion. Without limiting the general authority of the Board of Directors of the Bank to name, appoint, remove, and define the duties of officers of the Bank, the Secretary is further authorized to cause reproductions of the seal to be made, distributed to, and used by officers and employees of the Bank whose duties and responsibilities involve the execution and delivery of instruments, documents, and papers bearing the seal of the Bank. In this regard, the Secretary is further authorized to establish, implement, interpret, and enforce policies and procedures governing the use of the seal and the authorization by the Secretary of officers and employees of the Bank to have custody of and to use the seal. Such policies and procedures may include (i) the right of the Secretary to appoint any Bank employee as an Assistant Secretary of the Bank, if such appointment would, in the Secretary's judgment, be convenient with respect to such employee's custody and use of a seal and/or (ii) the right of the Secretary to authorize Bank employees to have and use seals as delegates of the Secretary without appointing such employees as Assistant Secretaries of the Bank.

Section 8. Fiscal Year.

The fiscal year of the Bank shall be the calendar year.

Section 9. Checks, Drafts, Transfers, etc.

The Chief Executive Officer, the President, any Regional or Local President, any Vice President or Assistant Vice President, any Branch Manager or any other employee designated by the Board of Directors, is authorized and empowered on behalf of the Bank and in its name to sign and endorse checks and warrants, to draw drafts, to issue and sign cashier's checks, to guarantee signatures, to give receipts for money due and payable to the Bank, to sell, assign and transfer shares of capital stock, bonds, or other personal property or securities standing in the name of or held by the Bank, whether in its own right or in any fiduciary capacity, and to make or join in such consents, requests or commitments with respect to the same as may be appropriate or authorized as to the holder thereof, and to sign such other papers and do such other acts as are necessary in the performance of his or her duties. The authority conveyed to any employee designated by the Board may be limited by general or specific resolution of the Board.

Section 10. Notice and Waiver of Notice.

Whenever any notice is required by these By-Laws to be given, personal notice is not meant unless expressly so stated, and any notice so required shall be deemed to be sufficient if given by depositing the same in the United States, mail, postage, prepaid, or by telegram, teletype, facsimile transmission or other form of wire, wireless, or other electronic communication or by private carrier addressed to the person entitled thereto at his address as it appears on the records of the Bank, and such notice shall be deemed to have been given on the date of such mailing. Stockholders not entitled to vote shall not be entitled to receive notice of meetings except as otherwise provided by statute.

Whenever any notice whatever is required to be given under the provisions of any law, or under the provisions of the Articles of Incorporation of the Bank or these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 11. Right of Indemnity.

To the full extent allowed by Section 10-2B-8.5 et seq. of the Code of Alabama (1975), or any statute amendatory or supplemental thereof, the Bank shall indemnify and hold harmless each director or officer now or hereafter serving the Bank against any loss and reasonable expenses actually and necessarily incurred by him or her in connection with the defense of any claim, or any action, suit or

proceeding against him or her or in which he or she is made a party, by reason of his or her being or having been a Director or officer of the Bank, or who, while a Director or officer of the Bank, is or was serving as at the Bank's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. Such right of indemnity shall not be deemed exclusive of any other rights to which such Director or officer may be entitled under any statute, article of incorporation, rule of law, other bylaw, agreement, vote of stockholders or directors, or otherwise. Nor shall anything herein contained restrict the right of the Bank to indemnify or reimburse any officer or Director in any proper case even though not specifically provided for herein. The Bank may purchase and maintain insurance in such amounts as the Board of Directors deems appropriate on behalf of said Directors or officers so as to offset any potential liability asserted against said Directors or officers acting in such capacity as described in these By-Laws.

Section 12. Execution of Instruments and Documents.

The Chief Executive Officer, or the President, or any Regional or Local President or any Vice President is authorized, in his or her discretion, to do and perform any and all corporate and official acts in carrying on the business of the Bank, including, but not limited to, the authority to make, execute, acknowledge, accept and deliver any and all deeds, mortgages, releases, bills of sale, assignments, transfers, leases (as lessor or lessee), powers of attorney or of substitution, servicing or sub-servicing agreements, vendor agreements, proxies to vote stock or any other instrument in writing that may be necessary in the purchase, sale, lease, assignment, transfer, discount, management or handling in any way of any property of any description held, controlled or used by Bank or to be held, controlled or used by Bank, either in its own or in its fiduciary capacity and including the authority from time to time to open bank accounts with the Bank or any other institution, to borrow money in such amounts for such lengths of time, at such rates of interest and upon such terms and conditions as any said officer may deem proper and to evidence the indebtedness thereby created by executing and delivering in the name of the Bank promissory notes or other appropriate evidences of indebtedness, and to guarantee the obligations of any subsidiary or affiliate of the Bank. The enumeration herein of particular powers shall not restrict in any way the general powers and authority of said officers.

By way of example and not limitation, such officers of the Bank are authorized to execute, accept, deliver and issue, on behalf of the Bank and as binding obligations of Bank, such agreements and instruments as may be within the officer's area of responsibility, including, as applicable, agreements and related documents (such as schedules, confirmations, transfers, assignments, acknowledgments, and other documents) relating to derivative transactions, loan or letter of credit transactions, syndications, participations, trades, purchase and sale or discount transactions, transfers and assignments, servicing and sub-servicing agreements, vendor agreements, securitizations, and transactions of whatever kind or description arising in the conduct of the Bank's business.

The authority to execute and deliver documents, instruments, and agreements may be limited by resolution of the Board of Directors, by a committee of the Board of Directors, by the Chief Executive Officer, or by the President, by reference to subject matter, category, amount, geographical location, or any other criteria, and may be made subject to such policies, procedures, and levels of approval as may be adopted or amended from time to time.

Section 13. Voting Bank's Securities.

Unless otherwise ordered by the Board of Directors, the Chief Executive Officer, the President, any Executive Vice President or above, the Controller, the Bank's General Counsel, and any other officer as may be designated by the Board of Directors shall have full power and authority on behalf of the Bank to attend, and to act and to vote, and to execute a proxy or proxies empowering others to attend, and to act

and to vote, at any meetings of security holders of any of the corporations in which the Bank may hold securities and, at such meetings, such officer shall possess and may exercise any and all rights and powers incident to the ownership of such securities which, as the owner thereof, the Bank might have possessed and exercised, if present.

Section 14. Bonds of Officers and Employees.

The Board of Directors shall from time to time designate the officers and employees who shall be required to give bond and fix the amounts thereof.

Section 15. Satisfaction of Loans.

On payment of sums lent, for which security shall have been taken either by way of mortgage or other lien on real or personal property or by the pledge of collateral, whether said loans have been made from funds of the Bank or from funds held in fiduciary capacity, any officer of the Bank shall have the power and authority to enter the fact of payment or satisfaction on the margin of the record of any such security or in any other legal manner to cancel such indebtedness and to release said security, and the Chief Executive Officer or the President or any Regional or Local President or any Vice President of the Bank shall have power and authority to execute a power of attorney authorizing the cancellation, release or satisfaction of any mortgage or other security given to the Bank in its corporate or fiduciary capacity, by such person as he or she may in his or her discretion appoint.

Section 16. Emergencies.

In the event of an emergency declared by the President of the United States or the person performing his or her functions, the officers and employees of this Bank will continue to conduct the affairs of the Bank under such guidance from the Directors as may be available except as to matters which by statute require specific approval of the Board of Directors and subject to conformance with any governmental directives or directives of the Federal Deposit Insurance Corporation during the emergency.

ARTICLE VI. AMENDMENTS

Except as otherwise provided herein or in the articles of incorporation of the Bank, these By-Laws may be amended or repealed by the affirmative vote of a majority of the Directors then holding office at any regular or special meeting of the Board of Directors, and the Stockholders may make, alter or repeal any By-Laws, whether or not adopted by them.

Exhibit 6 to Form T-1

CONSENT

In accordance with Section 321(b) of the Trust Indenture Act of 1939, Regions Bank hereby consents that reports of examination of Regions Bank by Federal, State, Territorial or District regulatory authorities may be furnished by such regulatory authorities to the Securities and Exchange Commission upon request therefor.

Dated: September 17, 2014

REGIONS BANK

By: /s/ Wallace L. Duke, Jr.
Name: Wallace L. Duke, Jr.
Title: Vice President

Exhibit 7 to Form T-1

Regions Bank
Legal Title of Bank

Birmingham
City

AL **35203**
State Zip Code
FDIC Certificate Number: 12368

Consolidated Report of Condition for Insured Banks and Savings Associations for June 30, 2014

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

Schedule RC—Balance Sheet

Dollar Amounts in Thousands			RCFD	Tril | Bil | Mil | Thou	
Assets					
1. Cash and balances due from depository institutions (from Schedule RC-A):					
a. Noninterest-bearing balances and currency and coin (1)			0081	2,282,440	1.a
b. Interest-bearing balances (2)			0071	2,702,996	1.b
2. Securities:					
a. Held-to-maturity securities (from Schedule RC-B, column A)			1754	2,271,982	2.a
b. Available-for-sale securities (from Schedule RC-B, column D)			1773	21,409,223	2.b
3. Federal funds sold and securities purchased under agreements to resell:			RCON		
a. Federal funds sold in domestic offices			B987	0	3.a
			RCFD		
b. Securities purchased under agreements to resell (3)			8989	20,000	3.b
4. Loans and lease financing receivables (from Schedule RC-C):					
a. Loans and leases held for sale			5369	514,284	4.a
b. Loans and leases, net of unearned income	B528	76,512,868			4.b
c. LESS: Allowance for loan and lease losses	3123	1,229,045			4.c
d. Loans and leases, net of unearned income and allowance (item 4.b minus 4.c)			B529	**75,283,823**	4.d
5. Trading assets (from Schedule RC-D)			3545	497,615	5
6. Premises and fixed assets (including capitalized leases)			2145	2,182,796	6
7. Other real estate owned (from Schedule RC-M)			2150	122,615	7
8. Investments in unconsolidated subsidiaries and associated companies			2130	0	8
9. Direct and indirect investments in real estate ventures			3656	0	9
10. Intangible assets:					
a. Goodwill			3163	4,242,336	10.a
b. Other intangible assets (from Schedule RC-M)			0426	531,335	10.b
11. Other assets (from Schedule RC-F)			2160	5,895,903	11
12. Total assets (sum of items 1 through 11)			2170	**117,957,348**	12

(1) Includes cash items in process of collection and unposted debits.
(2) Includes time certificates of deposit not held for trading.
(3) Includes all securities resale agreements in domestic and foreign offices, regardless of maturity.

Schedule RC—Continued

Dollar Amounts in Thousands			RCON	Tril | Bil | Mil | Thou	
Liabilities					
13. Deposits:					
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E, part I)			2200	96,092,993	13.a
(1) Noninterest-bearing (4)	6631	31,595,665			13.a.1
(2) Interest-bearing	6636	64,497,328			13.a.2
b. In foreign offices, Edge and Agreement subsidiaries, and IBFs			RCFN		
(from Schedule RC-E, part II)			2200	222,985	13.b
(1) Noninterest-bearing	6631	0			13.b.1
(2) Interest-bearing	6636	222,985			13.b.2
14. Federal funds purchased and securities sold under agreements to repurchase:			RCON		
a. Federal funds purchased in domestic offices (5)			B993	0	14.a
			RCFD		
b. Securities sold under agreements to repurchase (6)			B995	1,818,220	14.b
15. Trading liabilities (from Schedule RC-D)			3548	0	15
16. Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) (from Schedule RC-M)			3190	130,936	16
17. and 18, Not applicable					

(4) Includes noninterest-bearing demand, time, and savings deposits.
(5) Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, “Other borrowed money.”
(6) Includes all securities repurchase agreements in domestic and foreign offices, regardless of maturity.

Dollar Amounts in Thousands	RCFD	Tril | Bil | Mil | Thou	
Liabilities—Continued			
19. Subordinated notes and debentures (1)	3200	1,600,161	19
20. Other liabilities (from Schedule RC-G)	2930	1,826,555	20
21. Total liabilities (sum of items 13 through 20)	2948	**101,691,850**	21
22. Not applicable			
Equity Capital			
Bank Equity Capital			
23. Perpetual preferred stock and related surplus	3838	0	23
24. Common stock	3230	103	24
25. Surplus (excludes all surplus related to preferred stock)	3839	17,453,411	25
26. a. Retained earnings	3632	–1,135,368	26.a
b. Accumulated other comprehensive income (2)	B530	–52,648	26.b
c. Other equity capital components (3)	A130	0	26.c
27. a. Total bank equity capital (sum of items 23 through 26.c)	3210	**16,265,498**	27.a
b. Noncontrolling (minority) interests in consolidated subsidiaries	3000	0	27.b
28. Total equity capital (sum of items 27.a and 27.b)	G105	**16,265,498**	28
29. Total liabilities and equity capital (sum of items 21 and 28)	3300	**117,957,348**	29

Memoranda

To be reported with the March Report of Condition.

	RCFD	Number	
1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2013	6724	N/A	M.1

1 = Independent audit of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the bank
2 = Independent audit of the bank's parent holding company conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the consolidated holding company (but not on the bank separately)
3 = Attestation on bank management's assertion on the effectiveness of the bank's internal control over financial reporting by a certified public accounting firm.
4 = Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state chartering authority)
5 = Directors' examination of the bank performed by other external auditors (may be required by state chartering authority)
6 = Review of the bank's financial statements by external auditors
7 = Compilation of the bank's financial statements by external auditors
8 = Other audit procedures (excluding tax preparation work)
9 = No external audit work

To be reported with the March Report of Condition.

	RCON	**MM / DD**	
2. Bank's fiscal year-end date	8678	N/A	M.2

(1) Includes limited-life preferred stock and related surplus.
(2) Includes, but is not limited to, net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, cumulative foreign currency translation adjustments, and accumulated defined benefit pension and other post retirement plan adjustments.
(3) Includes treasury stock and unearned Employee Stock Ownership Plan shares.

Exhibit 99.1

CHS/COMMUNITY HEALTH SYSTEMS, INC.

LETTER OF TRANSMITTAL

OFFERS TO EXCHANGE

$1,000,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS 5.125% SENIOR SECURED NOTES DUE 2021, WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), FOR ANY AND ALL OF ITS OUTSTANDING UNREGISTERED 5.125% SENIOR SECURED NOTES DUE 2021 (CUSIP Nos. 12543DAS9 and U17127AF5)

and

$3,000,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS 6.875% SENIOR NOTES DUE 2022, WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT FOR ANY AND ALL OF ITS OUTSTANDING UNREGISTERED 6.875% SENIOR NOTES DUE 2022 (CUSIP Nos. 12543DAT7 and U17127AG3)

THE EXCHANGE OFFERS WILL EXPIRE AT 12:00 A.M., NEW YORK CITY TIME, ON , 2014 (THE "EXPIRATION DATE") UNLESS THE OFFER IS EXTENDED. TENDERS MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE EXPIRATION DATE.

The Exchange Agent for the Exchange Offers is:
Regions Bank

By Registered or Certified Mail:	*By Facsimile (eligible institutions only):*	*By Overnight Courier or Hand Delivery:*
Regions Bank Attention: Corporate Trust Services 150 4th Avenue North Suite 900 Nashville, Tennessee 37238	(615) 770-4350 *Telephone Inquiries:* (615) 770-4359	Regions Bank Attention: Corporate Trust Services 150 4th Avenue North Suite 900 Nashville, Tennessee 37238

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE, OR TRANSMISSION OF THIS LETTER OF TRANSMITTAL VIA FACSIMILE TRANSMISSION TO A NUMBER OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY. THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.

Holders of Initial Notes (as defined below) should complete this Letter of Transmittal either if Initial Notes are to be forwarded herewith or if a tender of Initial Notes is to be made by book-entry transfer to an account maintained by the Exchange Agent at the book-entry transfer facility specified by the holder pursuant to the procedures set forth in "The Exchange Offers—Procedures for Tendering Initial Notes Through Brokers and Banks" in the Prospectus (as defined below) and an "Agent's Message" (as defined below) is not delivered. If a tender is being made by book-entry transfer, the holder must have an Agent's Message delivered in lieu of this Letter of Transmittal.

Holders of Initial Notes whose certificates for such Initial Notes are not immediately available or who cannot deliver their certificates and all other required documents to the Exchange Agent on or prior to the Expiration Date or who cannot complete the procedures for book-entry transfer on a timely basis must tender their Initial Notes according to the guaranteed delivery procedures set forth in "The Exchange Offers—Guaranteed Delivery Procedures" in the Prospectus.

Unless the context otherwise requires, the term "holder" for purposes of this Letter of Transmittal means any person in whose name Initial Notes are registered or any other person who has obtained a properly completed bond power from the registered holder or any person whose Initial Notes are held of record by The Depository Trust Company ("DTC").

The undersigned acknowledges receipt of the Prospectus dated , 2014 (as it may be amended or supplemented from time to time, the "Prospectus") of CHS/Community Health Systems, Inc., a Delaware corporation (the "Company"), and this Letter of Transmittal (the "Letter of Transmittal"), which together constitute the Company's offers (the "Exchange Offers") to exchange up to $1,000,000,000 of its 5.125% senior secured notes due 2021 registered under the Securities Act (the "Secured Exchange Notes") for a like principal amount of its unregistered 5.125% senior secured notes due 2021 (the "Secured Initial Notes") and up to $3,000,000,000 of its 6.875% senior notes due 2022 registered under the Securities Act (the "Unsecured Exchange Notes" and, together with the Secured Exchange Notes, the "Exchange Notes") for a like principal amount of its unregistered 6.875% senior notes due 2022 (the "Unsecured Initial Notes" and, together with the Unsecured Initial Notes, the "Initial Notes").

The Company will pay interest semi-annually on February 1 and August 1 of each year for the Secured Exchange Notes. The first interest payment date on the Secured Exchange Notes will be February 1, 2015. The Company will pay interest semi-annually on February 1 and August 1 of each year for the Unsecured Exchange Notes. The first interest payment date on the Unsecured Exchange Notes will be February 1, 2015.

Capitalized terms used but not defined herein shall have the same meaning given them in the Prospectus.

YOUR BANK OR BROKER CAN ASSIST YOU IN COMPLETING THIS FORM. THE INSTRUCTIONS INCLUDED WITH THIS LETTER OF TRANSMITTAL MUST BE FOLLOWED. QUESTIONS AND REQUESTS FOR ASSISTANCE OR FOR ADDITIONAL COPIES OF THE PROSPECTUS AND THIS LETTER OF TRANSMITTAL MAY BE DIRECTED TO THE EXCHANGE AGENT, WHOSE ADDRESS AND TELEPHONE NUMBER APPEAR ON THE FRONT PAGE OF THIS LETTER OF TRANSMITTAL.

The undersigned has completed the appropriate boxes below and signed this Letter of Transmittal to indicate the action that the undersigned desires to take with respect to the Exchange Offers.

PLEASE READ THE ENTIRE LETTER OF TRANSMITTAL AND THE PROSPECTUS CAREFULLY BEFORE CHECKING ANY BOX BELOW.

All Tendering Holders Complete Box 1:

Box 1: Description of Initial Notes Tendered Herewith*

5.125% SENIOR SECURED NOTES DUE 2021 (CUSIP Nos. 12543DAS9 and U17127AF5)

Name(s) and Address(es) of Registered Holder(s) (Please fill in, if blank, exactly as name(s) appear(s) on Certificate(s)	**Certificate or Registration Number(s) of Initial Notes****	**Aggregate Principal Amount Represented by Initial Notes**	**Aggregate Principal Amount of Initial Notes Being Tendered*****
	Total:		

6.875% SENIOR NOTES DUE 2022 (CUSIP Nos. 12543DAT7 and U17127AG3)

Name(s) and Address(es) of Registered Holder(s) (Please fill in, if blank, exactly as name(s) appear(s) on Certificate(s)	**Certificate or Registration Number(s) of Initial Notes****	**Aggregate Principal Amount Represented by Initial Notes**	**Aggregate Principal Amount of Initial Notes Being Tendered*****
	Total:		

* If the space provided is inadequate, list the certificate numbers and principal amount of Initial Notes on a separate signed schedule and attach the list to this Letter of Transmittal.

** Need not be completed by book-entry holders.

*** The minimum permitted tender is $2,000 in principal amount. All tenders must be in the amount of $2,000 or in integral multiples of $1,000 in excess thereof. Unless otherwise indicated in this column, the holder will be deemed to have tendered the full aggregate principal amount represented by such Initial Notes. See Instruction 2.

Box 2
Book-Entry Transfer

☐ CHECK HERE IF TENDERED INITIAL NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE EXCHANGE AGENT AND COMPLETE THE FOLLOWING:

Name of Tendering Institution: _____

Account Number: _____

Transaction Code Number: _____

Holders of Initial Notes that are tendering by book-entry transfer to the Exchange Agent's account at DTC can execute the tender through DTC's Automated Tender Offer Program ("ATOP"), for which the transaction will be eligible, in lieu of delivery of an executed Letter of Transmittal. DTC participants that are accepting the Exchange Offers through DTC's ATOP must transmit their acceptance to DTC, which will verify the acceptance and execute a book-entry delivery to the Exchange Agent's account at DTC. DTC will then send a computer-

generated message (an "Agent's Message") to the Exchange Agent for its acceptance in which the holder of the Initial Notes acknowledges and agrees to be bound by the terms of, and makes the representations and warranties contained in, this Letter of Transmittal, and the DTC participant confirms on behalf of itself and the beneficial owners of such Initial Notes all provisions of this Letter of Transmittal (including any representations and warranties) applicable to it and such beneficial owner as fully as if it had completed the information required herein and executed and transmitted this Letter of Transmittal to the Exchange Agent. Each DTC participant transmitting an acceptance of the Exchange Offers through the ATOP procedures will be deemed to have agreed to be bound by the terms of this Letter of Transmittal. Delivery of an Agent's Message by DTC will satisfy the terms of the Exchange Offers as to execution and delivery of a Letter of Transmittal by the participant identified in the Agent's Message. DTC participants may also accept the Exchange Offers by submitting a Notice of Guaranteed Delivery through ATOP.

Box 3
Notice of Guaranteed Delivery
(See Instruction 1 below)

☐ CHECK HERE IF TENDERED INITIAL NOTES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE EXCHANGE AGENT AND COMPLETE THE FOLLOWING:

Name(s) of Registered Holder(s): _____
Window Ticket Number (if any): _____
Name of Eligible Guarantor Institution that Guaranteed Delivery: _____
Date of Execution of Notice of Guaranteed Delivery: _____

IF GUARANTEED DELIVERY IS TO BE MADE BY BOOK-ENTRY TRANSFER:
Name of Tendering Institution: _____
Account Number: _____
Transaction Code Number: _____

Box 4
Return of Non-Exchanged Initial Notes
Tendered by Book-Entry Transfer

☐ CHECK HERE IF INITIAL NOTES TENDERED BY BOOK-ENTRY TRANSFER AND NON-EXCHANGED INITIAL NOTES ARE TO BE RETURNED BY CREDITING THE ACCOUNT NUMBER SET FORTH ABOVE.

Box 5
Participating Broker-Dealer

☐ CHECK HERE IF YOU ARE A BROKER-DEALER WHO ACQUIRED THE INITIAL NOTES FOR YOUR OWN ACCOUNT AS A RESULT OF MARKET-MAKING OR OTHER TRADING ACTIVITIES AND WISH TO RECEIVE TEN (10) ADDITIONAL COPIES OF THE PROSPECTUS AND OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.

Name: _____
Address: _____

The undersigned represents that (i) any Exchange Notes to be received by it will be acquired in the ordinary course of its business, (ii) it has no arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of Exchange Notes and (iii) it is not our affiliate as defined in Rule 405 under the Securities Act, or if it is an affiliate, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable. If the undersigned is not a broker-dealer, it represents that it is not engaged in, and does not intend to engage in, the distribution of Initial Notes or Exchange Notes. If the undersigned is a broker-dealer, it represents that it receives Exchange Notes for its own account in exchange for Initial Notes, where such Initial Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, it acknowledges that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Notes; however, by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. A broker-dealer may not participate in the Exchange Offers with respect to Initial Notes acquired other than as a result of market-making activities or other trading activities. Any broker-dealer who purchased Initial Notes from the Company to resell pursuant to Rule 144A under the Securities Act or any other available exemption under the Securities Act must comply with the registration and prospectus delivery requirements under the Securities Act.

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

Upon the terms and subject to the conditions of the Exchange Offers, the undersigned hereby tenders to the Company the aggregate principal amount of the Initial Notes indicated above. Subject to, and effective upon, the acceptance for exchange of all or any portion of the Initial Notes tendered herewith in accordance with the terms and conditions of the Exchange Offers (including, if the Exchange Offers are extended or amended, the terms and conditions of any such extension or amendment), the undersigned hereby exchanges, assigns and transfers to, or upon the order of, the Company all right, title and interest in and to such Initial Notes as are being tendered herewith.

The undersigned hereby irrevocably constitutes and appoints the Exchange Agent as its true and lawful agent and attorney-in-fact of the undersigned (with full knowledge that the Exchange Agent also acts as the agent of the Company, in connection with the Exchange Offers) with respect to the tendered Initial Notes, with full power of substitution and resubstitution (such power of attorney being deemed an irrevocable power coupled with an interest) to (1) present and deliver certificates representing such Initial Notes for transfer on the books of the Company, or transfer ownership of such Initial Notes on the account books maintained by the book-entry transfer facility specified by the holder(s) of the Initial Notes, together, in each such case, with all accompanying evidences of transfer and authenticity to, or upon the order of, the Company, and (2) receive all benefits or otherwise exercise all rights and incidents of beneficial ownership of such Initial Notes, all in accordance with the terms of the Exchange Offers.

The undersigned hereby represents and warrants that (a) the undersigned has full power and authority to tender, exchange, assign and transfer the Initial Notes tendered hereby, (b) when such tendered Initial Notes are accepted for exchange, the Company will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and (c) the Initial Notes tendered for exchange are not subject to any adverse claims or proxies when accepted by the Company. The undersigned hereby further represents that any Exchange Notes acquired in exchange for Initial Notes tendered hereby will have been acquired in the ordinary course of business of the person receiving such Exchange Notes, whether or not such person is the undersigned, that neither the holder of such Initial Notes nor any such other person is engaged in or intends to engage in, nor has an arrangement or understanding with any person to participate in, the distribution (within the meaning of the Securities Act) of such Exchange Notes, and that neither the holder of such Initial Notes nor any such other person is an "affiliate," as such term is defined in Rule 405 under the Securities Act, of the Company, or if it is an affiliate, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable.

The undersigned also acknowledges that the Exchange Offers are being made based on the Company's understanding of an interpretation by the staff of the Securities and Exchange Commission (the "SEC") as set forth in no-action letters issued to third parties, including *Morgan Stanley & Co. Incorporated* (available June 5, 1991), *Exxon Capital Holdings Corporation* (available May 13, 1988), as interpreted in the SEC's letter to Shearman & Sterling, dated July 2, 1993, or similar no-action letters, that the Exchange Notes issued in exchange for the Initial Notes pursuant to the Exchange Offers may be offered for resale, resold and otherwise transferred by each holder thereof (other than a broker-dealer who acquires such Exchange Notes directly from the Company for resale pursuant to Rule 144A under the Securities Act or any other available exemption under the Securities Act or any such holder that is an "affiliate" of the Company within the meaning of Rule 405 under the Securities Act), without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such Exchange Notes are acquired in the ordinary course of such holder's business and such holder is not engaged in, and does not intend to engage in, a distribution (within the meaning of the Securities Act) of such Exchange Notes and has no arrangement or understanding with any person to participate in the distribution of such Exchange Notes. If a holder of the Initial Notes is an affiliate of the Company, is not acquiring the Exchange Notes in the ordinary course of its business, is engaged in or intends to engage in a distribution (within the meaning of the Securities Act) of the Exchange Notes or has any arrangement or understanding with respect to the distribution (within the meaning of the Securities Act) of the Exchange Notes to be acquired pursuant to the Exchange Offers, such holder (x) may not rely on the applicable interpretations of the staff of the SEC and (y) must comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable in connection with any secondary resale transaction. If the undersigned is a broker-dealer that will receive the Exchange Notes for its own account in exchange for the Initial Notes, it represents that the Initial Notes to be exchanged for the Exchange Notes were acquired by it as a result of market-making activities or other trading activities and acknowledges that it will deliver a prospectus in connection with any resale or transfer of such Exchange Notes; however, by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

The undersigned will, upon request, execute and deliver any additional documents deemed by the Company or the Exchange Agent to be necessary or desirable to complete the exchange, assignment and transfer of the tendered Initial Notes or transfer ownership of such Initial Notes on the account books maintained by the book-entry transfer facility.

The Exchange Offers are subject to certain conditions as set forth in the Prospectus under the caption "The Exchange Offers—Conditions to the Exchange Offers." The undersigned recognizes that as a result of these conditions (which may be waived, in whole or in part, by the Company), as more particularly set forth in the Prospectus, the Company may not be required to exchange any of the Initial Notes tendered hereby and, in such event, the Initial Notes not exchanged will be returned to the undersigned at the address shown above, promptly following the expiration or termination of the Exchange Offers. In addition, the Company may amend the Exchange Offers at any time prior to the Expiration Date if any of the conditions set forth under "The Exchange Offers—Conditions to the Exchange Offers" occur.

All authority herein conferred or agreed to be conferred in this Letter of Transmittal shall survive the death or incapacity of the undersigned and every obligation of the undersigned hereunder shall be binding upon the successors, assigns, heirs, administrators, trustees in bankruptcy and legal representatives of the undersigned. Tendered Initial Notes may be withdrawn at any time prior to the Expiration Date in accordance with the procedures set forth in the terms of this Letter of Transmittal.

Unless otherwise indicated herein in the box entitled "Special Registration Instructions" below, please deliver the Exchange Notes (and, if applicable, substitute certificates representing the Initial Notes for any Initial Notes not exchanged) in the name of the undersigned or, in the case of a book-entry delivery of the Initial Notes, please credit the account indicated above. Similarly, unless otherwise indicated under the box entitled "Special Delivery Instructions" below, please send the Exchange Notes (and, if applicable, substitute certificates representing the Initial Notes for any Initial Notes not exchanged) to the undersigned at the address shown above in the box entitled "Description of Initial Notes Tendered Herewith."

THE UNDERSIGNED, BY COMPLETING THE BOX ENTITLED "DESCRIPTION OF INITIAL NOTES TENDERED HEREWITH" ABOVE AND SIGNING THIS LETTER, WILL BE DEEMED TO HAVE TENDERED THE INITIAL NOTES AS SET FORTH IN SUCH BOX.

Box 6
SPECIAL REGISTRATION INSTRUCTIONS
(See Instructions 4 and 5)

To be completed ONLY if certificates for the Initial Notes not tendered and/or certificates for the Exchange Notes are to be issued in the name of someone other than the registered holder(s) of the Initial Notes whose name(s) appear(s) above.

Issue: ☐ Initial Notes not tendered to:
☐ Exchange Notes to:

Name(s): _____
(Please Print or Type)

Address: _____

_____
(Include Zip Code)

Daytime Area Code and Telephone Number:

_____

Taxpayer Identification or Social Security Number:

_____

Box 7
SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 4 and 5)

To be completed ONLY if certificates for the Initial Notes not tendered and/or certificates for the Exchange Notes are to be sent in the name of someone other than the registered holder(s) of the Initial Notes whose name(s) appear(s) above.

Issue: ☐ Initial Notes not tendered to:
☐ Exchange Notes to:

Name(s): _____
(Please Print or Type)

Address: _____

_____
(Include Zip Code)

Daytime Area Code and Telephone Number:

_____

Taxpayer Identification or Social Security Number:

_____

Box 8
TENDERING HOLDER(S) SIGN HERE
(Complete accompanying Substitute Form or applicable Form W-8)

Must be signed by the registered holder(s) (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the owner of the Initial Notes) of the Initial Notes exactly as their name(s) appear(s) on the Initial Notes hereby tendered or by any person(s) authorized to become the registered holder(s) by properly completed bond powers or endorsements and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth the full title of such person. See Instruction 4.

_____

(Signature(s) of Holder(s))

Date: _____

Name: _____

(Please Type or Print)

Capacity (full title): _____

Address: _____

(Including Zip Code)

Daytime Area Code and Telephone Number: _____

Taxpayer Identification or Social Security Number: _____

GUARANTEE OF SIGNATURE(S)
(If Required—See Instruction 4)

Authorized Signature: _____

Date: _____

Name: _____

Title: _____

Name of Firm: _____

Address of Firm: _____

_____

(Include Zip Code)

Area Code and Telephone Number: _____

Taxpayer Identification or Social Security Number: _____

Box 9
PAYER'S NAME: REGIONS BANK

Substitute **Form W-9** **Department of the Treasury Internal Revenue Service** **Payer's Request for Taxpayer Identification Number (TIN)**	**Part 1**—PLEASE PROVIDE YOUR TIN IN THE BOX AT RIGHT AND CERTIFY BY SIGNING AND DATING BELOW.	Name Social Security Number OR Employer Identification Number **Part 3—** **Awaiting TIN ☐**
	Part 2—Certification—UNDER THE PENALTIES OF PERJURY, I CERTIFY THAT: **(1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and** **(2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (the "IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and** **(3) I am a U.S. person (including a U.S. resident alien).** **CERTIFICATE INSTRUCTIONS—You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out such item (2).** **The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.** **Sign Here:**	
	Signature _____	**Date** _____

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 28% OF ANY REPORTABLE PAYMENTS MADE TO YOU PURSUANT TO THE EXCHANGE OFFERS. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU CHECKED THE BOX IN PART 3 OF THE SUBSTITUTE FORM W-9.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (1) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office, or (2) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number by the time of payment, 28% of all reportable payments made to me will be withheld and, if the Exchange Agent is not provided with a TIN within 60 days, such amounts will be paid over to the Internal Revenue Service.

Signature	**Date**

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

Guidelines for Determining the Proper Identification Number for the payee (You) to Give the Payer.—Social security numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employee identification numbers have nine digits separated by only one hyphen: i.e., 00-0000000. The table below will help determine the number to give the payer. All "Section" references are to the Internal Revenue Code of 1986, as amended. "IRS" is the Internal Revenue Service.

For this type of account:	Give the SOCIAL SECURITY number of—
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined account fund, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act	The minor[2]
4. a. The usual revocable savings trust account (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]

For this type of account:	Give the EMPLOYER IDENTIFICATION number of—
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	The legal entity[4]
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization account	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

1. List first and circle the name of the person whose number you furnish. If only one person on a joint account has a social security number, that person's number must be furnished.
2. Circle the minor's name and furnish the minor's social security number.
3. You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your social security number or your employer identification number (if you have one).
4. List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the taxpayer identification number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

NOTE: IF NO NAME IS CIRCLED WHEN THERE IS MORE THAN ONE NAME, THE NUMBER WILL BE CONSIDERED TO BE THAT OF THE FIRST NAME LISTED.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

Obtaining a Number

If you don't have a taxpayer identification number or you don't know your number, obtain Form SS-5, Application for a Social Security Card, at the local Social Security Administration office, or Form SS-4, Application for Employer Identification Number, by calling 1 (800) TAX-FORM, and apply for a number.

Payees Exempt from Backup Withholding

Payees specifically exempted from withholding include:

- ✕ An organization exempt from tax under Section 501(a), an individual retirement account (IRA), or a custodial account under Section 403(b)(7), if the account satisfies the requirements of Section 401(f)(2).
- ✕ The United States or a state thereof, the District of Columbia, a possession of the United States, or a political subdivision or wholly-owned agency or instrumentality of any one or more of the foregoing.
- ✕ An international organization or any agency or instrumentality thereof.
- ✕ A foreign government and any political subdivision, agency or instrumentality thereof.

Payees that may be exempt from backup withholding include:

- ✕ A corporation.
- ✕ A financial institution.
- ✕ A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.
- ✕ A real estate investment trust.
- ✕ A common trust fund operated by a bank under Section 584(a).
- ✕ An entity registered at all times during the tax year under the Investment Company Act of 1940.
- ✕ A middleman known in the investment community as a nominee or custodian.
- ✕ A futures commission merchant registered with the Commodity Futures Trading Commission.
- ✕ A foreign central bank of issue.
- ✕ A trust exempt from tax under Section 664 or described in Section 4947.

Payments of dividends and patronage dividends generally exempt from backup withholding include:

- ✕ Payments to nonresident aliens subject to withholding under Section 1441.
- ✕ Payments to partnerships not engaged in a trade or business in the United States and that have at least one nonresident alien partner.
- ✕ Payments of patronage dividends not paid in money.
- ✕ Payments made by certain foreign organizations.
- ✕ Section 404(k) payments made by an ESOP.

Payments of interest generally exempt from backup withholding include:

- ✕ Payments of interest on obligations issued by individuals. Note: You may be subject to backup withholding if this interest is $600 or more and you have not provided your correct taxpayer identification number to the payer.
- ✕ Payments described in Section 6049(b)(5) to nonresident aliens.
- ✕ Payments on tax-free covenant bonds under Section 1451.
- ✕ Payments made by certain foreign organizations.
- ✕ Mortgage interest paid to you.

Certain payments, other than payments of interest, dividends, and patronage dividends, that are exempt from information reporting are also exempt from backup withholding. For details, see the regulations under Sections 6041, 6041A, 6042, 6044, 6045, 6049, 6050A and 6050N.

Exempt payees described above must file Form W-9 or a substitute Form W-9 to avoid possible erroneous backup withholding. FILE THIS FORM WITH THE PAYER, FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, WRITE "EXEMPT" IN PART 2 OF THE FORM, SIGN AND DATE THE FORM AND RETURN IT TO THE PAYER.

Privacy Act Notice.—Section 6109 requires you to provide your correct taxpayer identification number to payers, who must report the payments to the IRS. The IRS uses the number for identification purposes and may also provide this information to various government agencies for tax enforcement or litigation purposes. Payers must be given the numbers whether or not recipients are required to file tax returns. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not furnish a taxpayer identification number to payer. Certain penalties may also apply.

Penalties

(1) Failure to Furnish Taxpayer Identification Number.—If you fail to furnish your taxpayer identification number to a payer, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

(2) Civil Penalty for False Information with Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

(3) Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

INSTRUCTIONS

FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFERS

General

Please do not send certificates for Initial Notes directly to the Company. Your certificates for Initial Notes, together with your signed and completed Letter of Transmittal and any required supporting documents, should be mailed or otherwise delivered to the Exchange Agent at the address set forth on the first page hereof. The method of delivery of Initial Notes, this Letter of Transmittal and all other required documents is at your sole option and risk and the delivery will be deemed made only when actually received by the Exchange Agent. If delivery is by mail, registered mail with return receipt requested, properly insured, or overnight or hand delivery service is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.

1. **Delivery of this Letter of Transmittal and Certificates; Guaranteed Delivery Procedures.**

A holder of Initial Notes (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the owner of the Initial Notes) may tender the same by (i) properly completing and signing this Letter of Transmittal or a facsimile hereof (all references in the Prospectus to the Letter of Transmittal shall be deemed to include a facsimile thereof) and delivering the same, together with the certificate or certificates, if applicable, representing the Initial Notes being tendered and any required signature guarantees and any other documents required by this Letter of Transmittal, to the Exchange Agent at its address set forth above on or prior to the Expiration Date, (ii) complying with the procedure for book-entry transfer described below or (iii) complying with the guaranteed delivery procedures described below.

Holders who wish to tender their Initial Notes and (i) whose Initial Notes are not immediately available or (ii) who cannot deliver their Initial Notes, this Letter of Transmittal and all other required documents to the Exchange Agent prior to the Expiration Date or (iii) who cannot comply with the book-entry transfer procedures on a timely basis, must tender their Initial Notes pursuant to the guaranteed delivery procedure set forth in "The Exchange Offers—Guaranteed Delivery Procedures" in the Prospectus and by completing Box 3. Holders may tender their Initial Notes if: (i) the tender is made by or through an Eligible Guarantor Institution (as defined below); (ii) the Exchange Agent receives (by facsimile transmission, mail or hand delivery), prior to the Expiration Date, a properly completed and duly executed Notice of Guaranteed Delivery in the form provided with this Letter of Transmittal that (a) sets forth the name and address of the holder of Initial Notes, if applicable, the certificate number(s) of the Initial Notes to be tendered and the principal amount of Initial Notes tendered; (b) states that the tender is being made thereby; and (c) guarantees that, within three New York Stock Exchange trading days after the Expiration Date, the Letter of Transmittal, or a facsimile thereof, together with the Initial Notes or a book-entry confirmation, and any other documents required by the Letter of Transmittal, will be deposited by the Eligible Guarantor Institution with the Exchange Agent; or (iii) the Exchange Agent receives a properly completed and executed Letter of Transmittal, or facsimile thereof and the certificate(s) representing all tendered Initial Notes in proper form or a confirmation of book-entry transfer of the Initial Notes into the Exchange Agent's account at the appropriate book-entry transfer facility and all other documents required by this Letter of Transmittal within three New York Stock Exchange trading days after the Expiration Date.

Any Holder who wishes to tender Initial Notes pursuant to the guaranteed delivery procedures described above and in "The Exchange Offers—Guaranteed Delivery Procedures" in the Prospectus must ensure that the Exchange Agent receives the Notice of Guaranteed Delivery relating to such Initial Notes prior to the Expiration Date. Failure to complete the guaranteed delivery procedures outlined above will not, of itself, affect the validity or effect a revocation of any Letter of Transmittal form properly completed and executed by a holder who attempted to use the guaranteed delivery procedures.

No alternative, conditional, irregular or contingent tenders will be accepted. Each tendering holder, by execution of this Letter of Transmittal (or facsimile thereof), shall waive any right to receive notice of the acceptance of the Initial Notes for exchange.

2. Partial Tenders; Withdrawals.

Tenders of Initial Notes will be accepted only in the principal amount of $2,000 and integral multiples of $1,000 in excess thereof. If less than the entire principal amount of Initial Notes evidenced by a submitted certificate is tendered, the tendering holder(s) must fill in the aggregate principal amount of Initial Notes tendered in the column entitled "Description of Initial Notes Tendered Herewith" in Box 1 above. A newly issued certificate for the Initial Notes submitted but not tendered will be sent to such holder promptly after the Expiration Date, unless otherwise provided in the appropriate box on this Letter of Transmittal. All Initial Notes delivered to the Exchange Agent will be deemed to have been tendered in full unless otherwise clearly indicated. Initial Notes tendered pursuant to the Exchange Offers may be withdrawn upon the delivery of a written notice of withdrawal to the Exchange Agent at any time prior to the Expiration Date, after which tenders of Initial Notes are irrevocable.

To be effective with respect to the tender of Initial Notes, a written notice of withdrawal (which may be by telegram, telex, facsimile or letter) must: (i) be received by the Exchange Agent at the address for the Exchange Agent set forth above before the Company notifies the Exchange Agent that it has accepted the tender of Initial Notes pursuant to the Exchange Offers; (ii) specify the name of the person who tendered the Initial Notes to be withdrawn; (iii) identify the Initial Notes to be withdrawn (including the principal amount of such Initial Notes, or, if applicable, the certificate numbers shown on the particular certificates evidencing such Initial Notes and the principal amount of Initial Notes represented by such certificates); (iv) include a statement that such holder is withdrawing its election to have such Initial Notes exchanged; (v) specify the name in which any such Initial Notes are to be registered, if different from that of the withdrawing holder; and (vi) be signed by the holder in the same manner as the original signature on this Letter of Transmittal (including any required signature guarantee). The Exchange Agent will return the properly withdrawn Initial Notes promptly following receipt of notice of withdrawal. If Initial Notes have been tendered pursuant to the procedure for book-entry transfer, any notice of withdrawal must specify the name and number of the account at the book-entry transfer facility to be credited with the withdrawn Initial Notes or otherwise comply with the book-entry transfer facility's procedures. All questions as to the validity, form and eligibility of notices of withdrawals, including time of receipt, will be determined by the Company, and such determination will be final and binding on all parties.

Any Initial Notes so withdrawn will be deemed not to have been validly tendered for exchange for purposes of the Exchange Offers. Any Initial Notes which have been tendered for exchange but which are not accepted for exchange for any reason will be returned to the holder thereof without cost to such holder (or, in the case of Initial Notes tendered by book-entry transfer into the Exchange Agent's account at the book entry transfer facility pursuant to the book-entry transfer procedures described above, such Initial Notes will be credited to an account with such book-entry transfer facility specified by the holder) promptly after withdrawal, rejection of tender or termination of the Exchange Offers. Properly withdrawn Initial Notes may be retendered by following the procedures described under the caption "The Exchange Offers—Procedures for Tendering Initial Notes Through Brokers and Banks" in the Prospectus at any time on or prior to the Expiration Date.

Neither the Company, any affiliate or assigns of the Company, the Exchange Agent nor any other person will be under any duty to give any notification of any irregularities in any notice of withdrawal or incur any liability for failure to give such notification (even if such notice is given to other persons).

3. Beneficial Owner Instructions.

Only a holder of Initial Notes (i.e., a person in whose name Initial Notes are registered on the books of the registrar or, in the case of Initial Notes held through book-entry, such book-entry transfer facility specified by the holder), or the legal representative or attorney-in-fact of a holder, may execute and deliver this Letter of Transmittal. Any beneficial owner of Initial Notes who wishes to accept the Exchange Offers must arrange promptly for the appropriate holder to execute and deliver this Letter of Transmittal on his or her behalf through the execution and delivery to the appropriate holder of the "Instructions to Registered Holder from Beneficial Owner" form accompanying this Letter of Transmittal.

4. Signature on this Letter of Transmittal; Written Instruments and Endorsements; Guarantee of Signatures.

If this Letter of Transmittal is signed by the registered holder(s) (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the owner of the Initial Notes) of the Initial Notes tendered hereby, the signature must correspond exactly with the name(s) as written on the face of the certificates (or on such security listing) without alteration, addition, enlargement or any change whatsoever.

If any of the Initial Notes tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If a number of Initial Notes registered in different names are tendered, it will be necessary to complete, sign and submit as many separate copies of this Letter of Transmittal (or facsimiles thereof) as there are different registrations of Initial Notes.

When this Letter of Transmittal is signed by the registered holder(s) of Initial Notes (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the owner of the Initial Notes) listed and tendered hereby, no endorsements of certificates or separate written instruments of transfer or exchange are required. If, however, this Letter of Transmittal is signed by a person other than the registered holder(s) of the Initial Notes listed or the Exchange Notes are to be issued, or any untendered Initial Notes are to be reissued, to a person other than the registered holder(s) of the Initial Notes, such Initial Notes must be endorsed or accompanied by separate written instruments of transfer or exchange in form satisfactory to the Company and duly executed by the registered holder, in each case signed exactly as the name or names of the registered holder(s) appear(s) on the Initial Notes and the signatures on such certificates must be guaranteed by an Eligible Guarantor Institution. If this Letter of Transmittal, any certificates or separate written instruments of transfer or exchange are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and, unless waived by the Company, submit proper evidence satisfactory to the Company, in its sole discretion, of such persons' authority to so act.

Endorsements on certificates for the Initial Notes or signatures on bond powers required by this Instruction 4 must be guaranteed by a member firm of a registered national securities exchange or of the Financial Industry Regulatory Authority, a commercial bank or trust company having an office or correspondent in the United States or another "eligible guarantor institution" within the meaning of Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (an "Eligible Guarantor Institution").

Signatures on this Letter of Transmittal must be guaranteed by an Eligible Guarantor Institution, unless Initial Notes are tendered: (i) by a registered holder (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the owner of the Initial Notes) who has not completed the box entitled "Special Registration Instructions" or "Special Delivery Instructions" on this Letter of Transmittal; or (ii) for the account of an Eligible Guarantor Institution.

5. Special Registration and Delivery Instructions.

Tendering holders should indicate, in the applicable Box 6 or Box 7, the name and address in/to which the Exchange Notes and/or certificates for Initial Notes not exchanged are to be issued or sent, if different from the name(s) and address(es) of the person signing this Letter of Transmittal. In the case of issuance in a different name, the tax identification number or social security number of the person named must also be indicated. A holder tendering the Initial Notes by book-entry transfer may request that the Initial Notes not exchanged be credited to such account maintained at the book-entry transfer facility as such holder may designate. See Box 4.

If no such instructions are given, the Exchange Notes (and any Initial Notes not tendered or not accepted) will be issued in the name of and sent to the holder signing this Letter of Transmittal or deposited into such holder's account at the applicable book-entry transfer facility.

6. Transfer Taxes.

The Company will pay all transfer taxes, if any, applicable to the transfer of Initial Notes to it or its order pursuant to the Exchange Offers. If, however, Exchange Notes and/or substitute Initial Notes not exchanged are to be delivered to, or are to be registered or issued in the name of, any person other than the Holder of the Initial Notes tendered hereby, or if tendered Initial Notes are registered in the name of any person other than the person signing this Letter of Transmittal, or if a transfer tax is imposed for any reason other than the transfer of Initial Notes to the Company or its order pursuant to the Exchange Offers, the amount of any such transfer taxes (whether imposed on the Holder or any other persons) will be payable by the tendering Holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted herewith, the amount of such transfer taxes will be billed directly to such tendering Holder.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the Initial Notes listed in this Letter of Transmittal.

7. Amendments; Waiver of Conditions.

The Company reserves the absolute right to waive, in whole or in part, any of the conditions to the Exchange Offers set forth in the Prospectus. If the Exchange Offers are amended in a manner that the Company determines constitutes a material change, including the waiver of a material condition, the Company will promptly disclose that amendment by means of a prospectus supplement that will be distributed to the holders. The Company will also extend the Exchange Offers to the extent necessary to provide that at least five business days remain in the Exchange Offers following notice of the material change.

8. Mutilated, Lost, Stolen or Destroyed Securities.

Any holder whose Initial Notes have been mutilated, lost, stolen or destroyed, should promptly contact the Exchange Agent at the address set forth on the first page hereof for further instructions. The holder will then be instructed as to the steps that must be taken in order to replace the certificate(s). This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, destroyed or stolen certificate(s) have been completed.

9. No Conditional Tenders; No Notice of Irregularities.

No alternative, conditional, irregular or contingent tenders will be accepted. All tendering holders, by execution of this Letter of Transmittal, shall waive any right to receive notice of the acceptance of their Initial Notes for exchange. The Company reserves the right, in its reasonable judgment, to waive any defects, irregularities or conditions of tender as to particular Initial Notes. The Company's interpretation of the terms and conditions of the Exchange Offers (including the instructions in this Letter of Transmittal) will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of Initial Notes must be cured within such time as the Company shall determine. Although the Company intends to notify holders of defects or irregularities with respect to tenders of Initial Notes, neither the Company, the Exchange Agent nor any other person is under any obligation to give such notice nor shall they incur any liability for failure to give such notification. Tenders of Initial Notes will not be deemed to have been made until such defects or irregularities have been cured or waived. Any Initial Notes received by the Exchange Agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned by the Exchange Agent to the tendering holder promptly following the Expiration Date.

10. Requests for Assistance or Additional Copies.

Questions relating to the procedure for tendering, as well as requests for additional copies of the Prospectus and this Letter of Transmittal, may be directed to the Exchange Agent at the address and telephone number set forth on the first page hereof.

IMPORTANT: THIS LETTER OF TRANSMITTAL OR A FACSIMILE OR COPY THEREOF (TOGETHER WITH CERTIFICATES OF INITIAL NOTES OR CONFIRMATION OF BOOK-ENTRY TRANSFER AND ALL OTHER REQUIRED DOCUMENTS) OR A NOTICE OF GUARANTEED DELIVERY MUST BE RECEIVED BY THE EXCHANGE AGENT ON OR PRIOR TO THE EXPIRATION DATE AS INDICATED IN THE PROSPECTUS AND THIS LETTER OF TRANSMITTAL.

IMPORTANT TAX INFORMATION

Under U.S. federal income tax law, a tendering holder whose Initial Notes are accepted for exchange may be subject to backup withholding unless the holder provides the Exchange Agent with either (i) such holder's correct taxpayer identification number ("TIN") on the Substitute Form W-9 attached hereto, certifying (A) that the TIN provided on Substitute Form W-9 is correct (or that such holder of Initial Notes is awaiting a TIN), (B) that the holder of Initial Notes is not subject to backup withholding because (x) such holder of Initial Notes is exempt from backup withholding, (y) such holder of Initial Notes has not been notified by the Internal Revenue Service that he or she is subject to backup withholding as a result of a failure to report all interest or dividends or (z) the Internal Revenue Service has notified the holder of Initial Notes that he or she is no longer subject to backup withholding and (C) that the holder of Initial Notes is a U.S. person (including a U.S. resident alien); or (ii) an adequate basis for exemption from backup withholding. If such holder of Initial Notes is an individual, the TIN is such holder's social security number. If the Exchange Agent is not provided with the correct TIN, the holder of Initial Notes may also be subject to certain penalties imposed by the Internal Revenue Service and any reportable payments that are made to such holder may be subject to backup withholding (see below).

Certain holders of Initial Notes (including, generally, all corporations and certain foreign holders) are not subject to these backup withholding and reporting requirements. However, exempt holders of Initial Notes should indicate their exempt status on the Substitute Form W-9. For example, a corporation should complete the Substitute Form W-9, providing its TIN and indicating that it is exempt from backup withholding. In order for a foreign holder to qualify as an exempt recipient, the holder must submit a Form W-8BEN (or other applicable Form W-8), signed under penalties of perjury, attesting to that holder's exempt status. A Form W-8BEN (or other applicable Form W-8) can be obtained from the Exchange Agent. See the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for more instructions. Holders are encouraged to consult their own tax advisors to determine whether they are exempt from these backup withholding and reporting requirements.

If backup withholding applies, the Exchange Agent is required to withhold 28% of any payments made to the holder of Initial Notes or other payee. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained from the Internal Revenue Service, provided the required information is furnished. The Exchange Agent cannot refund amounts withheld by reason of backup withholding.

A holder who does not have a TIN may check the box in Part 3 of the Substitute Form W-9 if the surrendering holder of Initial Notes has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future. If the box in Part 3 is checked, the holder of Initial Notes or other payee must also complete the Certificate of Awaiting Taxpayer Identification Number below in order to avoid backup withholding. Notwithstanding that the box in Part 3 is checked and the Certificate of Awaiting Taxpayer

Identification Number is completed, the Paying Agent will withhold 28% of all payments made prior to the time a properly certified TIN is provided to the Paying Agent and, if the Paying Agent is not provided with a TIN within 60 days, such amounts will be paid over to the Internal Revenue Service. The holder of Initial Notes is required to give the Paying Agent the TIN (e.g., social security number or employer identification number) of the record owner of the Initial Notes. If the Initial Notes are in more than one name or are not in the name of the actual owner, consult the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for additional guidance on which number to report.

Exhibit 99.2

CHS/COMMUNITY HEALTH SYSTEMS, INC.

OFFERS TO EXCHANGE

$1,000,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS 5.125% SENIOR SECURED NOTES DUE 2021, WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), FOR ANY AND ALL OF ITS OUTSTANDING UNREGISTERED 5.125% SENIOR SECURED NOTES DUE 2021 (CUSIP Nos. 12543DAS9 and U17127AF5)

and

$3,000,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS 6.875% SENIOR NOTES DUE 2022, WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT FOR ANY AND ALL OF ITS OUTSTANDING UNREGISTERED 6.875% SENIOR NOTES DUE 2022 (CUSIP Nos. 12543DAT7 and U17127AG3)

, 2014

To Brokers, Dealers, Commercial Banks,
Trust Companies and other Nominees:

As described in the enclosed Prospectus, dated , 2014 (as the same may be amended or supplemented from time to time, the "Prospectus"), and Letter of Transmittal (the "Letter of Transmittal"), CHS/Community Health Systems, Inc., a Delaware corporation (the "Company"), is offering to exchange (the "Exchange Offers") an aggregate principal amount of up to $1,000,000,000 of its 5.125% senior secured notes due 2021 registered under the Securities Act (the "Secured Exchange Notes") for its unregistered 5.125% senior secured notes due 2021 (the "Secured Initial Notes") and an aggregate principal amount of up to $3,000,000,000 of its 6.875% senior notes due 2022 registered under the Securities Act (the "Unsecured Exchange Notes" and, together with the Secured Exchange Notes, the "Exchange Notes") for its unregistered 6.875% senior notes due 2022 (the "Unsecured Initial Notes" and, together with the Unsecured Initial Notes, the "Initial Notes"). The Company will accept for exchange any and all Initial Notes properly tendered according to the terms of the Prospectus and the Letter of Transmittal.

WE URGE YOU TO PROMPTLY CONTACT YOUR CLIENTS FOR WHOM YOU HOLD INITIAL NOTES REGISTERED IN YOUR NAME OR IN THE NAME OF YOUR NOMINEE. PLEASE BRING THE EXCHANGE OFFERS TO THEIR ATTENTION AS PROMPTLY AS POSSIBLE.

Enclosed herewith are copies of the following documents:

1. The Prospectus;

2. The Letter of Transmittal for your use in connection with the tender of Initial Notes and for the information of your clients, including a Substitute Form W-9 and Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 (providing information relating to U.S. federal income tax backup withholding);

3. A form of Notice of Guaranteed Delivery; and

4. A form of letter, including a letter of instructions to a registered holder from a beneficial owner, which you may use to correspond with your clients for whose accounts you hold Initial Notes that are registered in your name or the name of your nominee, with space provided for obtaining such clients' instructions regarding the Exchange Offers.

Your prompt action is requested. Please note that the Exchange Offers will expire at 12:00 a.m., New York City time, on , 2014 (the "Expiration Date"), unless extended by the Company.

To participate in the Exchange Offers, either (1) certificates for Initial Notes, together with a duly executed and properly completed Letter of Transmittal or facsimile thereof, (2) a timely confirmation of a book-entry transfer of such Initial Notes into the account of Regions Bank (the "Exchange Agent"), at the book-entry transfer facility, with any required signature guarantees, and any other required documents, including an Agent's Message, or (3) a validly submitted Notice of Guaranteed Delivery, must be received by the Exchange Agent on or prior to the Expiration Date as indicated in the Prospectus and the Letter of Transmittal.

The Company will not pay any fees or commissions to any broker or dealer or to any other persons (other than the Exchange Agent) in connection with the solicitation of tenders of the Initial Notes pursuant to the Exchange Offers. However, the Company will pay or cause to be paid any transfer taxes, if any, applicable to the exchange of Initial Notes, except as otherwise provided in the Prospectus and Letter of Transmittal.

If holders of the Initial Notes wish to tender, but it is impracticable for them to forward their Initial Notes prior to the Expiration Date or to comply with the book-entry transfer procedures on a timely basis, a tender may be effected by following the guaranteed delivery procedures described in the Prospectus and in the Letter of Transmittal.

Any inquiries you may have with respect to the Exchange Offers, or requests for additional copies of the enclosed materials, should be directed to Regions Bank, the Exchange Agent for the Exchange Offers, at its address and telephone number set forth on the front of the Letter of Transmittal.

Very truly yours,

CHS/Community Health Systems, Inc.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON AS AN AGENT OF THE COMPANY OR THE EXCHANGE AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF EITHER OF THEM IN CONNECTION WITH THE EXCHANGE OFFERS, OTHER THAN THE DOCUMENTS ENCLOSED HEREWITH AND THE STATEMENTS EXPRESSLY CONTAINED THEREIN.

Exhibit 99.3

CHS/COMMUNITY HEALTH SYSTEMS, INC.

OFFERS TO EXCHANGE

$1,000,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS 5.125% SENIOR SECURED NOTES DUE 2021, WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), FOR ANY AND ALL OF ITS OUTSTANDING UNREGISTERED 5.125% SENIOR SECURED NOTES DUE 2021 (CUSIP Nos. 12543DAS9 and U17127AF5)

and

$3,000,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS 6.875% SENIOR NOTES DUE 2022, WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT FOR ANY AND ALL OF ITS OUTSTANDING UNREGISTERED 6.875% SENIOR NOTES DUE 2022 (CUSIP Nos. 12543DAT7 and U17127AG3)

, 2014

To Our Clients:

Enclosed for your consideration are a Prospectus dated , 2014 (as the same may be amended or supplemented from time to time, the "Prospectus") and a Letter of Transmittal and instructions thereto (the "Letter of Transmittal") in connection with the offer by CHS/Community Health Systems, Inc., a Delaware corporation (the "Company"), to exchange (the "Exchange Offers") an aggregate principal amount of up to $1,000,000,000 of its 5.125% senior secured notes due 2021 registered under the Securities Act (the "Secured Exchange Notes") for its unregistered 5.125% senior secured notes due 2021 (the "Secured Initial Notes") and an aggregate principal amount of up to $3,000,000,000 of its 6.875% senior notes due 2022 registered under the Securities Act (the "Unsecured Exchange Notes" and, together with the Secured Exchange Notes, the "Exchange Notes") for its unregistered 6.875% senior notes due 2022 (the "Unsecured Initial Notes" and, together with the Unsecured Initial Notes, the "Initial Notes") upon the terms and subject to the conditions set forth in the Prospectus and the Letter of Transmittal. Consummation of the Exchange Offers is subject to certain conditions described in the Prospectus. All capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Prospectus.

PLEASE NOTE THAT THE EXCHANGE OFFERS WILL EXPIRE AT 12:00 A.M., NEW YORK CITY TIME, ON , 2014 (THE "EXPIRATION DATE"), UNLESS THE COMPANY EXTENDS THE EXCHANGE OFFERS.

The enclosed materials are being forwarded to you as the beneficial owner of the Initial Notes held by us for your account but not registered in your name. A tender of such Initial Notes may only be made by us as the registered holder and pursuant to your instructions. Therefore, the Company urges beneficial owners of Initial Notes registered in the name of a broker, dealer, commercial bank, trust company or other nominee to contact such registered holder promptly if such beneficial owners wish to tender their Initial Notes in the Exchange Offers.

Accordingly, we request instructions as to whether you wish to tender any or all such Initial Notes held by us for your account, pursuant to the terms and conditions set forth in the enclosed Prospectus and Letter of Transmittal. If you wish to have us tender any or all of your Initial Notes, please so instruct us by completing, signing and returning to us the "Instructions to Registered Holder from Beneficial Owner" form that appears below. We urge you to read the Prospectus and the Letter of Transmittal carefully before instructing us as to whether or not to tender your Initial Notes.

The accompanying Letter of Transmittal is furnished to you for your information only and may not be used by you to tender Initial Notes held by us and registered in our name for your account or benefit.

If we do not receive written instructions in accordance with the below and the procedures presented in the Prospectus and the Letter of Transmittal, we will not tender any of the Initial Notes held by us for your account.

INSTRUCTIONS TO REGISTERED HOLDER FROM BENEFICIAL OWNER

The undersigned beneficial owner acknowledges receipt of your letter and the accompanying Prospectus dated , 2014 (as the same may be amended or supplemented from time to time, the "Prospectus"), and a Letter of Transmittal (the "Letter of Transmittal"), relating to the offers (the "Exchange Offers") by CHS/Community Health Systems, Inc. (the "Company") to exchange an aggregate principal amount of up to $1,000,000,000 of its Secured Exchange Notes and $3,000,000,000 of its Unsecured Exchange Notes, in each case, which have been registered under the Securities Act for any and all of its outstanding Secured Initial Notes and Unsecured Initial Notes, respectively, upon the terms and subject to the conditions set forth in the Prospectus and the Letter of Transmittal. Capitalized terms used but not defined herein have the meanings ascribed to them in the Prospectus.

This will instruct you, the registered holder, to tender the principal amount of the Initial Notes indicated below held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Prospectus and the Letter of Transmittal.

Box 1 ☐ Please tender the Initial Notes held by you for my account, as indicated below.
Box 2 ☐ Please do not tender any Initial Notes held by you for my account.

Date: _____

If the undersigned instructs you to tender the Initial Notes held by you for the account of the undersigned, it is understood that you are authorized (a) to make, on behalf of the undersigned (and the undersigned, by its signature below, hereby makes to you), the representations and warranties contained in the Letter of Transmittal that are to be made with respect to the undersigned as a beneficial owner of the Initial Notes, including but not limited to the representations that the undersigned (i) it is not affiliate of the Company as defined in Rule 405 under the Securities Act, or if it is an affiliate, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable, (ii) it has no arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of Exchange Notes, (iii) any Exchange Notes to be received by it will be acquired in the ordinary course of its business and (iv) is not a broker-dealer tendering Initial Notes acquired for its own account directly from the Company. If a holder of the Initial Notes is an affiliate of the Company, is not acquiring the Exchange Notes in the ordinary course of its business, is engaged in or intends to engage in a distribution of the Exchange Notes or has any arrangement or understanding with respect to the distribution of the Exchange Notes to be acquired pursuant to the Exchange Offers, such holder may not rely on the applicable interpretations of the staff of the Securities and Exchange Commission relating to exemptions from the registration and prospectus delivery requirements of the Securities Act and must comply with such requirements in connection with any secondary resale transaction of the Exchange Notes.

_____
Signature(s)

Principal Amount of Secured Initial Notes to be Tendered: *

$ _____
(Must be in minimum denominations of $2,000 and
integral multiple(s) of $1,000 in excess thereof.)

Principal Amount of Unsecured Initial Notes to be Tendered: *

$ _____
(Must be in minimum denominations of $2,000 and
integral multiple(s) of $1,000 in excess thereof.)

* Unless otherwise indicated, the entire principal amount held for the account of the beneficial owner will be tendered.

Please Print Name(s) Here: _____

_____

Please Type or Print Address Here: _____

_____

Area Code and Telephone Number: _____

Taxpayer Identification or Social Security Number: _____

My Account Number With You: _____

Exhibit 99.4

CHS/COMMUNITY HEALTH SYSTEMS, INC.

NOTICE OF GUARANTEED DELIVERY

OFFERS TO EXCHANGE

$1,000,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS 5.125% SENIOR SECURED NOTES DUE 2021, WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), FOR ANY AND ALL OF ITS OUTSTANDING UNREGISTERED 5.125% SENIOR SECURED NOTES DUE 2021 (CUSIP Nos. 12543DAS9 and U17127AF5)

and

$3,000,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS 6.875% SENIOR NOTES DUE 2022, WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT FOR ANY AND ALL OF ITS OUTSTANDING UNREGISTERED 6.875% SENIOR NOTES DUE 2022 (CUSIP Nos. 12543DAT7 and U17127AG3)

dated , 2014

The Exchange Agent for the Exchange Offers is:

Regions Bank

By Registered or Certified Mail:	*By Facsimile (eligible institutions only):*	*By Overnight Courier or Hand Delivery:*
Regions Bank	(615) 770-4350	Regions Bank
Attention: Corporate Trust Services		Attention: Corporate Trust Services
150 4th Avenue North	*Telephone Inquiries:*	150 4th Avenue North
Suite 900	(615) 770-4359	Suite 900
Nashville, Tennessee 37238		Nashville, Tennessee 37238

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION VIA FACSIMILE TO A NUMBER OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

This form, or one substantially equivalent hereto, must be used to accept the offer made by CHS/Community Health Systems, Inc., a Delaware corporation (the "Company"), to exchange its 5.125% senior secured notes due 2021 registered under the Securities Act (the "Secured Exchange Notes") for its unregistered 5.125% senior secured notes due 2021 (the "Secured Initial Notes") and 6.875% senior notes due 2022 registered under the Securities Act (the "Unsecured Exchange Notes" and, together with the Secured Exchange Notes, the "Exchange Notes") for its unregistered 6.875% senior notes due 2022 (the "Unsecured Initial Notes" and, together with the Unsecured Initial Notes, the "Initial Notes") pursuant to the Prospectus, dated , 2014 (the "Prospectus"), and the enclosed Letter of Transmittal (the "Letter of Transmittal"), if the procedure for book-entry transfer cannot be completed on a timely basis or time will not permit all required documents to reach the Exchange Agent prior to 12:00 a.m., New York City time, on , 2014 (the "Expiration Date"). This form may be delivered or transmitted by facsimile transmission, mail or hand delivery to the Exchange Agent as set forth below and must be received by the Exchange Agent prior to the Expiration Date. In addition, in order to utilize the guaranteed delivery procedure to tender the Initial Notes pursuant to the Exchange Offers, a completed, signed and dated Letter of Transmittal (or facsimile thereof) together with the Initial Notes or a book-

entry confirmation and any other documents required by the Letter of Transmittal, must be received by the Exchange Agent within three New York Stock Exchange trading days after the Expiration Date. Capitalized terms not defined herein have the meanings ascribed to them in the Letter of Transmittal.

This Notice of Guaranteed Delivery is not to be used to guarantee signatures. If a signature on a Letter of Transmittal is required to be guaranteed by an Eligible Guarantor Institution, such signature guarantee must appear in the applicable space in Box 8 provided on the Letter of Transmittal for Guarantee of Signatures.

Ladies and Gentlemen:

Upon the terms and subject to the conditions set forth in the Prospectus and the accompanying Letter of Transmittal, the undersigned hereby tenders to the Company the principal amount of Initial Notes indicated below, pursuant to the guaranteed delivery procedures described in "The Exchange Offers—Guaranteed Delivery Procedures" section of the Prospectus.

Certificate Number(s) (if known) of Initial Notes or Account Number At Book-Entry Transfer Facility	**Aggregate Principal Amount Represented by Initial Notes**	**Aggregate Principal Amount of Initial Notes Tendered**

PLEASE SIGN AND COMPLETE

Signature(s): _____ Name(s): _____

Address: _____ Capacity (full title), if signing in a representative capacity: _____

_____
(Zip Code)

Area Code and Telephone Number: _____

Dated: _____

☐ Check this Box if the Initial Notes will be delivered by book-entry transfer to The Depository Trust Company.

Account Number: _____

THE ACCOMPANYING GUARANTEE MUST BE COMPLETED.

GUARANTEE OF DELIVERY

(Not To Be Used for Signature Guarantee)

The undersigned, a member of a recognized signature medallion program or an "eligible guarantor institution," as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), hereby (a) represents that the above person(s) "own(s)" the Initial Notes tendered hereby within the meaning of Rule 14e-4(b)(2) under the Exchange Act, (b) represents that the tender of those Initial Notes complies with Rule 14e-4 under the Exchange Act and (c) guarantees to deliver to the Exchange Agent, at its address set forth in the Notice of Guaranteed Delivery, the certificates representing all tendered Initial Notes, in proper form for transfer, together with a properly completed and duly executed Letter of Transmittal (or facsimile thereof), with any required signature guarantees, or a book-entry confirmation (a confirmation of a book-entry transfer of the Initial Notes into the Exchange Agent's account at The Depository Trust Company), and any other documents required by the Letter of Transmittal within three (3) New York Stock Exchange trading days after the Expiration Date.

Name of Firm: _____

Authorized Signature: _____

Title: _____

Address: _____

_____

(Zip Code)

Area Code and Telephone Number: _____

Dated: _____

NOTE: DO NOT SEND INITIAL NOTES WITH THIS NOTICE OF GUARANTEED DELIVERY. INITIAL NOTES SHOULD BE SENT WITH YOUR LETTER OF TRANSMITTAL.

INSTRUCTIONS FOR NOTICE OF GUARANTEED DELIVERY

1. Delivery of this Notice of Guaranteed Delivery.

A properly completed and duly executed copy of this Notice of Guaranteed Delivery and any other documents required by this Notice of Guaranteed Delivery must be received by the Exchange Agent at its address set forth on the cover page hereof prior to the Expiration Date of the Exchange Offers. The method of delivery of this Notice of Guaranteed Delivery and any other required documents to the Exchange Agent is at the election and risk of the holders and the delivery will be deemed made only when actually received by the Exchange Agent. Instead of delivery by mail, it is recommended that the holders use an overnight or hand delivery service, properly insured. If such delivery is by mail, it is recommended that the holders use properly insured, registered mail with return receipt requested. In all cases, sufficient time should be allowed to assure timely delivery. For a description of the guaranteed delivery procedure, see Instruction 1 of the Letter of Transmittal. No notice of Guaranteed Delivery should be sent to the Company.

2. Signatures on this Notice of Guaranteed Delivery.

If this Notice of Guaranteed Delivery is signed by the registered holder(s) of the Initial Notes referred to herein, the signatures must correspond with the name(s) written on the face of the Initial Notes without alteration, addition, enlargement or any change whatsoever. If this Notice of Guaranteed Delivery is signed by a person other than the registered holder(s) of any Initial Notes listed, this Notice of Guaranteed Delivery must be accompanied by appropriate bond powers, signed as the name of the registered holder(s) appear(s) on the Initial Notes without alteration, addition, enlargement or any change whatsoever. If this Notice of Guaranteed Delivery is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing and, unless waived by the Company, evidence satisfactory to the Company of their authority so to act must be submitted with this Notice of Guaranteed Delivery.

3. Questions and Requests for Assistance or Additional Copies.

Questions and requests for assistance and requests for additional copies of the Prospectus may be directed to the Exchange Agent at the address set forth on the cover hereof. Holders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Exchange Offers.