As filed with the Securities and Exchange Commission on May 24, 2001
Registration No. 333-_____

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8

REGISTRATION STATEMENT
Under
THE SECURITIES ACT OF 1933

COMMUNITY HEALTH SYSTEMS, INC.
(Exact name of registrant as specified in its charter)

Delaware	13-3893191
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

155 Franklin Road, Suite 400
Brentwood, Tennessee 37027
(Address of Principal Executive Offices) (Zip Code)

STOCK OPTION AGREEMENT
(Full title of the plan)

Rachel A. Seifert
Senior Vice President, Secretary and General Counsel
155 Franklin Road, Suite 400
Brentwood, Tennessee 37027
(615) 373-9600
(Name, address, and telephone number of agent for service)

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered (1)	Proposed Maximum Offering Price Per Share (2)	Proposed Maximum Aggregate Offering Price (2)	Amount of Registration Fee
Common Stock of Community Health Systems, Inc., par value $0.01 per share (the "Common Stock")	25,681 shares	$8.96	$230,102	$575.26

(1) Includes an indeterminate number of shares of Common Stock that may be issued in the event of stock splits, stock dividends or similar transactions in accordance with Rule 416 of the Securities Act of 1933, as amended (the "Securities Act").
(2) Estimated solely for the purpose of determining the registration fee pursuant to Rule 457(h) of the Securities Act, and based upon the exercise price of the option pursuant to which the Common Stock may be acquired.

EXPLANATORY NOTE

On May 14, 1997, we entered into a Stock Option Agreement with Samuel A. Nunn (the "Agreement"). The purpose of this Registration Statement on Form S-8 is to register 25,681 shares of Common Stock that may be issued under the Agreement.

PART I

Mr. Nunn is the only person subject to the Agreement and will be provided with the documents containing information specified by Part I of this Registration Statement in accordance with Rule 428(b)(1) promulgated by the Securities and Exchange Commission (the "SEC") under the Securities Act. These documents constitute, along with the documents incorporated by reference into this Registration Statement pursuant to Item 3 of Part II, a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference

We file annual, quarterly and special reports, proxy statements and other information with the SEC. You may read and copy any document we file at the SEC's public reference rooms in Washington, D.C., New York, NY and Chicago, IL. Please call the SEC at 1-800-SEC-0330 for further information on the public reference rooms or access our SEC filings on the SEC's web

site at http://www.sec.gov. Reports, proxy and information statements and other information concerning us can also be inspected at the offices of the New York Stock Exchange located at 20 Broad Street, New York, NY 10005.

The SEC allows us to "incorporate by reference" information into this Registration Statement, which means that we can disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference is considered to be part of this Registration Statement, and later information that we file with the SEC will automatically update this Registration Statement. We incorporate by reference the following documents and any future filings made with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), prior to the termination of the offerings registered on this Registration Statement:

- Our Registration Statement on Form 8-A filed with the SEC on June 5, 2000, which describes the terms of the Common Stock;

- Our Annual Report on Form 10-K for the fiscal year ended December 31, 2000, filed with the SEC on March 29, 2001; and

- Our Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2001 filed with the SEC on May 10, 2001.

Item 4. Description of Securities

Not applicable.

Item 5. Interests of Named Experts and Counsel

Certain legal matters with respect to the issuance of the securities offered hereby will be passed upon for us by Fried, Frank, Harris, Shriver & Jacobson (a partnership including professional corporations).

Item 6. Indemnification of Directors and Officers

Our Certificate of Incorporation limits the liability of our directors to us and our stockholders to the fullest extent permitted by Delaware law for monetary damages for breach of fiduciary duty as a director, except for liability:

- for any breach of the director's duty of loyalty to us or our stockholders;

- for acts or omissions which are not in good faith or which involve intentional misconduct or knowing violation of the law;

- under Section 174 of the Delaware General Corporation Law, which concerns unlawful payment of dividends, stock purchases, or redemption; and

- for any transaction from which the director shall have derived an improper personal benefit.

In addition, our Certificate of Incorporation and By-Laws provide that our directors and officers will be indemnified to the fullest extent permitted by Delaware law. This indemnification is not exclusive of any other rights that our directors and officers may be entitled to.

We have entered into indemnification agreements with our directors and executive officers. These agreements contain provisions that may require us, among other things, to indemnify these directors and executive officers against certain liabilities that may arise because of their status or service as directors or executive officers, advance their expenses incurred as a result of any proceeding against them as to which they could be indemnified and obtain directors' and officers' liability insurance.

Beyond this, we maintain our directors' and officers' liability insurance to provide our directors and officers with insurance coverage for losses arising from claims for breaches of duty, negligence, error and other wrongful acts.

Section 145 of the Delaware General Corporation Law provides, in substance, that Delaware corporations shall have the power, under specified circumstances, to indemnify their directors, officers, employees and agents in connection with actions, suits or proceedings brought against them by a third party or in the right of the corporation, by reason of the fact that they were or are directors, officers, employees or agents, against expenses incurred in any such action, suit or proceedings. The Delaware General Corporation Law also provides that Delaware corporations may purchase insurance on behalf of any director, officer, employee or agent.

Item 7. Exemption from Registration Claimed

Not applicable.

Item 8. Exhibits

EXHIBIT NO.	DESCRIPTION OF EXHIBIT

4.1**	Our Restated Certificate of Incorporation filed as Exhibit 3.1 to our Form 10-Q for the quarterly period ended June 30, 2000, filed on August 11, 2000.
4.2**	Our Restated By-Laws filed as Exhibit 3.2 to our Form 10-K for the fiscal year ended December 31, 2000, filed on March 29, 2001.
4.3*	Stock Option Agreement with Samuel A. Nunn, dated May 14, 1997.
5*	Opinion of Fried, Frank, Harris, Shriver & Jacobson as to the legality of securities offered under our Stock Option Agreement with Samuel A. Nunn, dated May 14, 1997.
23.1*	Consent of Deloitte & Touche LLP.
23.2*	Consent of Fried, Frank, Harris, Shriver & Jacobson (included in Exhibit 5).
24*	Power of Attorney (included in the signature pages of this Registration Statement).

- ----------
* Filed herewith.
** Incorporated by reference.

Item 9. Undertakings

(a) We hereby undertake:

(1) 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; 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;

provided, however, that the undertakings set forth in paragraphs (i) and (ii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports we filed under Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(2) 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.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) We undertake that, for the purpose of determining any liability under the Securities Act, each filing of our annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of those securities at that time will be deemed to be the initial bona fide offering.

(c) To the extent that indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers and controlling persons in accordance with the provisions described in Item 6 of this Registration Statement, or otherwise, we have been advised that, in the opinion of the SEC, 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 us of expenses incurred or paid by one of our directors, officers or controlling persons in the successful defense of any action,

suit or proceeding) is asserted by a director, officer or controlling person in connection with the securities being registered, we will, unless in the opinion of our counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether indemnification is against public policy as expressed in the Securities Act and will be governed by the final adjudication of the issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, we certify that we have reasonable grounds to believe that we meet all of the requirements for filing on Form S-8, and have duly caused this Registration Statement to be signed on our behalf by the undersigned, thereunto duly authorized, in the City of Brentwood, State of Tennessee, on May 23, 2001.

COMMUNITY HEALTH SYSTEMS, INC.

/s/ Wayne T. Smith

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

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Wayne T. Smith, as his or her true and lawful attorney-in-fact and agent with full powers of substitution and resubstitution, for him or her in his or her name, place and stead, in any and all capacities, to sign any and all amendments to this Registration Statement (including post-effective amendments), and any and all additional registration statements pursuant to Instruction E to Form S-8 and any and all documents in connection therewith, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the SEC, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises in order to effectuate the same, as fully to all intents and purposes as he or she might or could do in person, and hereby ratifies, approves and confirms all that his or her said attorney-in-fact and agent, each acting alone, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, each of the undersigned has executed this Power of Attorney as of the date indicated.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated.

Signature	Title	Date
/s/ Wayne T. Smith Wayne T. Smith	President, Chief Executive Officer and Chairman of the Board (principal executive officer)	May 23, 2001
/s/ W. Larry Cash W. Larry Cash	Executive Vice President, Chief Financial Officer and Director (principal financial officer)	May 23, 2001
/s/ T. Mark Buford T. Mark Buford	Vice President and Corporate Controller (principal accounting officer)	May 23, 2001
/s/ Sheila P. Burke Sheila P. Burke	Director	May 23, 2001
Robert J. Dole	Director	
/s/ J. Anthony Forstmann J. Anthony Forstmann	Director	May 23, 2001
/s/ Theodore J. Forstmann Theodore J. Forstmann	Director	May 23, 2001
/s/ Dale F. Frey Dale F. Frey	Director	May 23, 2001
/s/ Sandra J. Horbach		

- ----------	Director	May 23, 2001
Sandra J. Horbach		
/s/ Harvey Klein, MD		
- ----------	Director	May 23, 2001
Harvey Klein, MD		
/s/ Thomas H. Lister		
- ----------	Director	May 23, 2001
Thomas H. Lister		
/s/ Michael A. Miles		
- ----------	Director	May 23, 2001
Michael A. Miles		

Constituting a majority of the Board of Directors.

Index to Exhibits

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* Filed herewith.
** Incorporated by reference.

STOCK OPTION AGREEMENT (the "Agreement"), dated as of May 14, 1997, between Community Health Systems Holdings Corp., a Delaware corporation (together with its successors, the "Company"), and Samuel a. Nunn (the "Optionee").

1. Grant of Option.

1.1 Grant. The Company hereby grants to the Optionee the right and option (the "Option") to purchase all or any part of an aggregate of 250 whole shares of Class A Common Stock, par value $.01 per share, of the Company (the "Class A Common Stock") (such number being subject to adjustment as provided in Section 8 hereof) on the terms and conditions set forth in this Agreement.

1.2 Non-Qualified Option. The Option is not intended to qualify as an Incentive Stock Option within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended.

2. Purchase Price. The price at which the Optionee shall be entitled to purchase shares of Class A Common Stock upon the exercise of this Option shall be $1,073.52 per share (such price being subject to adjustment as provided in Section 8 hereof) (the "Option Price").

3. Duration of Option. The Option shall be exercisable at any time to the extent and in the manner provided herein for a period of 10 years from the date hereof; provided, however, that the Option may be earlier terminated as provided in Section 4, Section 6, or Section 7 hereof.

4. Exercisability of Option.

4.1 Amount of Exercise. Subject to the provisions of this Agreement, the Option shall be exercisable in accordance with the following schedule:

(a) on or after the first anniversary of the date hereof but before the second anniversary of the date hereof, the Option may be exercised to acquire up to one-third of the aggregate number of shares of Class A Common Stock which may be purchased pursuant to the Option as set forth in Section 1.1 hereof, less any shares previously acquired pursuant to the Option;

(b) on or after the second anniversary of the date hereof but before the third anniversary of the date hereof, the Option may be exercised to acquire up to two-thirds of the aggregate number of shares of Class A Common Stock which may be purchased pursuant to the Option as set forth in Section 1.1 hereof, less any shares previously acquired pursuant to the Option;

(c) on or after the third anniversary of the date hereof but before the expiration of the term of the Option, the Option may be exercised to acquire up to 100% of the aggregate number of shares of Class A Common Stock which may be purchased pursuant to the Option as set forth in Section 1.1 hereof, less any shares previously acquired pursuant to the Option.

4.2 Sales or Other Events. The Company shall give the Optionee 10 days' notice (or, if not practicable, such shorter notice as may be practicable) prior to the anticipated date of the consummation of a Total Sale (as hereinafter defined) or the anticipated date of the consummation of a Partial Sale (as hereinafter defined) (the "Sale Notice"). Upon receipt of the Sale Notice, and for a period of five days thereafter (or such shorter period as the Board of Directors of the Company shall determine and so notify the Optionee), the Optionee shall be permitted to exercise the Option to the extent provided in this Section 4.2, whether or not the Option was otherwise so exercisable on the date the Sale Notice was given; provided, that, in the event of a Total Sale or a Partial Sale in which the Optionee would be required to participate pursuant to Section 2.3 or 2.4 of the Stockholder's Agreement attached hereto as Exhibit A (the "Stockholder's Agreement") were the Optionee then a party to such agreement, the Company may require the Optionee to exercise the Option to the extent necessary to enable the Optionee to participate therein or to forfeit the Option (or portion thereof, as applicable). In the case of a Total Sale, the Option may be exercised in whole or in part for up to the full amount of the shares of Class A Common Stock covered thereby (less the number of shares previously acquired by the Optionee upon exercise of the Option, if any). In the case of a Partial Sale, the Option may be exercised in whole or in part, but not for more than the excess, if any, of (a) the number of shares with respect to which the Optionee would be entitled to participate in the Partial Sale pursuant to Section 2.2 or 2.3, as applicable, of the Stockholder's Agreement (if the number of shares issuable pursuant to the unexercised portion of the Option were deemed shares held by the Optionee), and will so participate, over (b) the number

of shares previously issued to the Optionee upon exercise of the Option and not disposed of in a prior Partial Sale. In the event the Total Sale or Partial Sale is not consummated, the Option will be deemed not to have been exercised and shall be exercisable thereafter to the extent it would have been exercisable if no such notice had been given. In lieu of permitting or requiring the Optionee to exercise the Option in the event of a Total Sale, the Board of Directors of the Company, in its sole discretion, may instead cause the Company to redeem the unexercised portion of the Option pursuant to Section 7 hereof. In lieu of permitting the Optionee to exercise the Option in connection with a Public Offering of all or a portion of the shares of Class A Common Stock owned by the FL & Co. Companies (an "FL Public Offering"), the Company, at its option, may instead cause the Option and the underlying shares to be registered under applicable securities laws or make other arrangements consistent with such laws, so as to permit the Optionee to sell for a period of time after the FL Public Offering the same number of shares that he or she would have been able to sell in the FL Public Offering but for this sentence.

For purposes hereof, (a) the term "Total Sale" shall mean any of the following events: (i) the merger or consolidation of the Company with or into another corporation (other than a merger or consolidation in which the Company is the surviving corporation and which does not result in any capital reorganization or reclassification or other change of the then outstanding shares of Class A Common Stock), or (ii) the liquidation of the Company, or (iii) the sale to any person who is not a partner or an affiliate of either of Forstmann Little & Co. Equity Partnership - V, L.P., a Delaware limited partnership ("Equity-V"), or Forstmann Little & Co. Subordinated Debt and Equity Management Buyout Partnership - VI, L.P., a Delaware limited partnership ("MBO-VI"), (Equity-V and MBO-VI together, the "FL & Co. Companies") or an affiliate of such partner (a "Third Party") of all or substantially all of the assets of the Company pursuant to a plan of liquidation or otherwise, or (iv) the sale to a Third Party of Class A Common Stock (other than through a public offering); in each case, provided that, as a result thereof, the FL & Co. Companies, the direct or indirect partners of either of the FL & Co. Companies and any affiliates of any of the foregoing cease to own, directly or indirectly, any shares of the voting stock of the Company, and (b) the term "Partial Sale" shall mean any sale by the FL & Co. Companies of all or a portion of their shares of Class A Common Stock to a Third Party, including through any public offering, which sale is not a Total Sale.

4.3 Termination of Option. Subject to the provisions of Section 7 hereof, the Option shall terminate simultaneously with the consummation of a Total Sale to the extent that the Option has not theretofore been exercised.

5. Manner of Exercise and Payment.

5.1 Notice of Exercise. Subject to the terms and conditions of this Agreement, the Option may be exercised by delivery of written notice to the Company. Such notice shall state that the Optionee is electing to exercise the Option, shall set forth the number of shares of Class A Common Stock in respect of which the Option is being exercised and shall be signed by the Optionee or, where applicable, the guardian, executor, administrator or other legal representative (each, a "Legal Representative") of the Optionee (all references herein to the "Optionee" being deemed to include the Optionee's Legal Representative, if any, unless the context otherwise requires). The Company may require proof satisfactory to it as to the right of the Legal Representative to exercise the Option.

5.2 Deliveries. The notice of exercise described in Section 5.1 hereof shall be accompanied by (a) payment of the full purchase price for the shares in respect of which the Option is being exercised, by delivery to the Company of a certified or bank check payable to the order of the Company or cash by wire transfer or other immediately available funds to an account designated by the Company, and (b) a fully executed Stockholder's Agreement (a copy of which, in the form to be executed by the Optionee (which may differ from the form attached hereto), will be supplied to the Optionee upon request) and the undated stock power referred to in Section 4.12(a)(ii) of the Stockholder's Agreement.

5.3 Issuance of Shares. Upon receipt of notice of exercise, full payment for the shares of Class A Common Stock in respect of which the Option is being exercised and a fully executed Stockholder's Agreement and stock power, the Company shall take such action as may be necessary under applicable law to effect the issuance to the Optionee of the number of shares of Class A Common Stock as to which such exercise was effected.

5.4 Stockholder Rights. The Optionee shall not be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares of Class A Common Stock subject to the Option until: (a) the Option shall have been exercised in accordance with the terms of this Agreement and the Optionee shall have paid the full purchase price for the number of shares in respect of which the Option was exercised, (b) the Optionee shall have delivered the fully executed Stockholder's Agreement and stock power to the Company, (c) the Company shall have issued the shares to the Optionee, and (d) the Optionee's name shall have been entered as a stockholder of record on the books of the Company. Upon the occurrence of all of the foregoing events, the Optionee shall have full ownership rights with respect to such shares, subject to the provisions of the

Stockholder's Agreement.

5.5 Partial Exercise. In the event the initial exercise of the Option is an exercise in part only, then, in the event of any further exercise of the Option, the Optionee, in lieu of executing a new Stockholder's Agreement, may, at the Company's option, re-execute the original Stockholder's Agreement, thereby reaffirming the representations, warranties, covenants and agreements contained in the Stockholder's Agreement as of the date of re-execution, but with an amended Annex A completed to set forth the number of shares of Class A Common Stock in respect of which the Option is then being exercised and the cumulative number of shares of Class A Common Stock which would then be subject to the Stockholder's Agreement. If the initial exercise of the Option is by the Optionee and any subsequent exercise of the Option is by the Legal Representative, then the Legal Representative shall execute, at the Company's option, either a new Stockholder's Agreement or a counterpart of the original Stockholder's Agreement thereby agreeing to be bound by such agreement as though such person were an original signatory thereto and affirming the truth of the representations and warranties contained therein with respect to such person as of the date of such person's execution of such counterpart.

6. Certain Restrictions.

6.1 No Sale or Transfer. The Optionee shall not sell, transfer, assign, exchange, pledge, encumber or otherwise dispose of the Option or any portion thereof, except in accordance with the provisions of this Agreement.

6.2 Termination as a Director. (a) If the Optionee shall cease to serve as a director of the Company for any reason whatsoever (a "Termination"), the Option, to the extent it is not exercisable pursuant to Section 4.1 hereof on the date of such Termination, shall terminate and be of no further force and effect from and after the date of such Termination.

(b) If any portion of the Option is exercisable pursuant to Section 4.1 hereof on the date of the Optionee's Termination, (i) then the Optionee may exercise the Option, to the extent the Option was exercisable on the date of the Optionee's Termination, at any time within 30 days after the date of the Termination, and (ii) the Company agrees to make available the most recent audited financial statements of the Company for review by the Terminated Optionee at the principal offices of the Company during such 30-day period. The Option shall terminate and be of no further force and effect to the extent not exercised during such 30-day period.

7. Total Sales.

7.1 Continuation of Option. Upon the effective date of any Total Sale, any unexercised portion of the Option shall terminate unless provision shall be made in writing in connection with such Total Sale for the continuance of such unexercised portion of the Option or for the assumption of such unexercised portion of the Option by a successor to the Company or for the substitution for such unexercised portion of the Option of new options covering shares of such successor with appropriate adjustments as to number and kind of shares and prices of shares subject to such new options, or unless the Company shall authorize the redemption of the unexercised portion of the Option pursuant to Section 7.2 hereof. In the event that provision in writing is made as aforesaid in connection with a Total Sale, the unexercised portion of the Option or the new options substituted therefor shall continue in the manner and under the terms provided in this Agreement and in such writing.

7.2 Redemption in Connection with a Total Sale. In connection with a Total Sale, the Board of Directors of the Company may, in its sole discretion, authorize the redemption of the unexercised portion of the Option for a consideration per share of Class A Common Stock issuable upon exercise of the unexercised portion of the Option equal to the excess of (i) the consideration payable per share of Class A Common Stock in connection with such Total Sale, adjusted as if all outstanding options and other rights to acquire equity interests in the Company had been exercised prior to the consummation of such Total Sale and further adjusted to take into account all other equity interests in the Company (provided, however, that no adjustment shall be made with respect to any option or other right to acquire equity interests in the Company if the exercise price for such option or other right is greater than the consideration that would be payable per share of Class A Common Stock in connection with such Total Sale if the adjustment were not made), over (ii) the Option Price. Any redemption pursuant to this Section 7.2 shall occur simultaneously with the occurrence of the Total Sale.

7.3 Allocable Share of Expenses. In the event of a redemption pursuant to Section 7.2 hereof, the Optionee shall be responsible for and shall be obligated to pay a proportionate amount (determined as if the Optionee were a holder of the number of shares of Class A Common Stock which would have been issuable upon exercise of the portion of the Option redeemed pursuant to Section 7.2 hereof) of the expenses, liabilities and obligations incurred or to be incurred by the stockholders of the Company in connection with such Total Sale (including, without limitation, the fees and expenses of investment bankers, legal

counsel and other outside advisors and experts retained by or on behalf of the stockholders of the Company in connection with such Total Sale, amounts payable in respect of indemnification claims, amounts paid into escrow and amounts payable in respect of post-closing adjustments to the purchase price) ("Expenses of Sale").

7.4 Power of Attorney. (a) The Optionee hereby irrevocably appoints the FL & Co. Companies, and each of them (individually and collectively, the "Representative"), the Optionee's true and lawful agent and attorney-in-fact, with full powers of substitution, to act in the Optionee's name, place and stead, to do or refrain from doing all such acts and things, and to execute and deliver all such documents, in connection with this Agreement or the Option as the Representative shall deem necessary or appropriate in connection with any Total Sale, including, without in any way limiting the generality of the foregoing, to receive on behalf of the Optionee any payments made in respect of the unexercised portion of the Option (including payments made in connection with any redemption) in connection with any Total Sale, to hold back from any such payments any amount which the Representative deems necessary to reserve against the Optionee's share of any Expenses of Sale, and to engage in any acts in which the Representative is authorized by and on behalf of the holders of any of the Company's capital stock to engage in connection with the Total Sale. The Optionee hereby ratifies and confirms all that the Representative shall do or cause to be done by virtue of its appointment as the Optionee's Representative.

(b) In acting for the Optionee pursuant to the appointment set forth in paragraph (a) of this Section 7.4, the Representative shall not be responsible to the Optionee for any loss or damage the Optionee may suffer by reason of the performance by the Representative of its duties under this Agreement, except for loss or damage arising from willful violation of law or gross negligence in the performance of its duties hereunder. The appointment of the Representative shall be deemed coupled with an interest and shall be irrevocable, and any person dealing with the Representative may conclusively and absolutely rely, without inquiry, upon any act of the Representative as the act of the Optionee in all matters referred to in this Section 7.4.

(c) Notwithstanding the foregoing, this power of attorney does not empower the Representative to exercise the Option on behalf of the Optionee.

8. Adjustments. In the event that shares of Class A Common Stock (whether or not issued) are changed into or exchanged for a different number or kind of shares of stock or other securities of the Company, whether through merger, consolidation, reorganization, recapitalization, stock dividend, stock split-up or other substitution of securities of the Company, the Board of Directors of the Company shall make appropriate adjustments to the number and kind of shares of stock subject to the Option and the Option Price. The Board of Directors' adjustment shall be final and binding for all purposes of this Agreement. No adjustment provided for in this Section 8 shall require the Company to issue a fractional share, and the total adjustment with respect to this Agreement shall be limited accordingly.

9. Certain Definitions.

9.1. Affiliate. The term "affiliate" of any person shall mean any person that, directly or indirectly, controls, is controlled by, or is under common control with, the person of which it is an affiliate.

9.2. Person. The term "person" shall mean an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

10. Notices. All notices and other communications hereunder shall be in writing and, unless otherwise provided herein, shall be deemed to have been given when received by the party to whom such notice is to be given at its address set forth below, or such other address for the party as shall be specified by notice given pursuant hereto:

(a) If to the Company, to it:

c/o Community Health Systems, Inc.
155 Franklin Road, Suite 400
Brentwood, TN 37027-4600
Attention: President

with a copy to:

Forstmann Little & Co. Equity Partnership-V, L.P.
767 Fifth Avenue, 44th Floor
New York, New York 10153
Attention: Ms. Sandra Horbach

(b) If to the Optionee or Legal Representative, to such person at the address as reflected in the records of the Company.

11. Modification of Agreement. This Agreement may be modified,

amended or supplemented by written agreement of the parties hereto; provided, that the Company may modify, amend or supplement this Agreement in a writing signed by the Company without any further action by the Optionee if such modification, amendment or supplement does not adversely affect the Optionee's rights hereunder.

12. Invalidity of Provisions. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of this Agreement, including that provision, in any other jurisdiction. If any provision of this Agreement is held unlawful or unenforceable in any respect, such provision shall be revised or applied in a manner that renders it lawful and enforceable to the fullest extent possible.

13. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns. In addition, each of the FL & Co. Companies shall be a third party beneficiary of this Agreement and shall be entitled directly to enforce this Agreement.

14. Headings; Execution in Counterparts. The headings and captions contained herein are for convenience only and shall not control or affect the meaning or construction of any provision hereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same instrument.

15. Entire Agreement. This Agreement and, upon execution thereof, the Stockholder's Agreement, constitute the entire agreement, and supersede all prior agreements and understandings, oral and written, between the parties hereto with respect to the Option granted hereby.

16. Resolution of Disputes. Any dispute or disagreement which may arise under, or as a result of, or which may in any way relate to, the interpretation, construction or application of this Agreement shall be determined by the Board of Directors of the Company, in good faith, whose determination shall be final, binding and conclusive for all purposes.

17. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

18. Consent to Jurisdiction. Each party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of New York and of the United States of America, in each case located in the County of New York, for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby ("Litigation") (and agrees not to commence any Litigation except in any such court), and further agrees that service of process, summons, notice or document by U.S. registered mail to such party's respective address set forth in Section 10 hereof shall be effective service of process for any Litigation brought against such party in any such court. Each party hereby irrevocably and unconditionally waives any objection to the laying of venue of any Litigation in the courts of the State of New York or of the United States of America, in each case located in the County of New York, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any Litigation brought in any such court has been brought in an inconvenient forum.

19. Investment Intent. The Optionee hereby represents that the Optionee is acquiring the Option for his own account as principal for investment and not with a view to resale or distribution in whole or in part.

20. Specific Performance. The parties hereto acknowledge that there will be no adequate remedy at law for a violation of any of the provisions of this Agreement and that, in addition to any other remedies which may be available, all of the provisions of this Agreement shall be specifically enforceable in accordance with their respective terms.

21. Withholding. The Company shall have the right to deduct from any amount payable under this Agreement any taxes or other amounts required by applicable law to be withheld.

THESE SECURITIES HAVE BEEN ISSUED OR SOLD IN RELIANCE ON PARAGRAPH (13) OF CODE SECTION 10-5-9 OF THE `GEORGIA SECURITIES ACT OF 1973,' AND MAY NOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER SUCH ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER SUCH ACT.

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the parties hereto, all as of the date first above written.

OPTIONEE

COMMUNITY HEALTH SYSTEMS HOLDINGS CORP.

By:

- ---------- ----------

Name: Samuel A. Nunn
Address: c/o King & Spalding
191 Peachtree Street
Atlanta, GA 30303

The undersigned acknowledges that the undersigned has read the foregoing Agreement between Community Health Systems Holdings Corp. and the undersigned's spouse, understands that the undersigned's spouse has been granted an option to acquire shares of Class A Common Stock of Community Health Systems Holdings Corp., which option is subject to certain restrictions reflected in such Agreement and agrees to be bound by the foregoing Agreement.

Optionee's Spouse

Exhibit 5

[Letterhead of Fried, Frank, Harris, Shriver & Jacobson,
a partnership including professional corporations]

May 23, 2001

Community Health Systems, Inc.
155 Franklin Road, Suite 400
Brentwood, Tennessee 37027

RE: Registration Statement on Form S-8

Ladies and Gentlemen:

Community Health Systems, Inc. (the "Company") is filing with the Securities and Exchange Commission a Registration Statement on Form S-8 (the "Registration Statement") with respect to a maximum of 25,681 shares (the "Shares") of common stock, par value $.01 per share, of the Company, issuable pursuant to the Stock Option Agreement between the Company and Samuel A. Nunn (the "Agreement").

With your permission, all assumptions and statements of reliance herein have been made without any independent investigation or verification on our part except to the extent otherwise expressly stated, and we express no opinion with respect to the subject matter or accuracy of such assumptions or items relied upon.

In connection with this opinion, we have (i) investigated such questions of law, (ii) examined originals or certified, conformed or reproduction copies of such agreements, instruments, documents and records of the Company, such certificates of public officials and such other documents, and (iii) received such information from officers and representatives of the Company as we have deemed necessary or appropriate for the purposes of this opinion. In all examinations, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of original and certified documents and the conformity to original or certified copies of all copies submitted to us as conformed or reproduction copies. As to various questions of fact relevant to the opinions expressed herein, we have relied upon, and assume the accuracy of, representations and warranties contained in the Agreement and certificates and oral or written statements and other information of or from representatives of the Company and others and assume compliance on the part of all parties to the Agreement with their covenants and agreements contained therein.

Based upon the foregoing and subject to the limitations and assumptions set forth herein, we are of the opinion that the Shares to be registered pursuant to the Registration Statement (when issued, delivered and paid for in accordance with the terms of the Agreement) will be duly authorized, validly issued, fully paid and non-assessable.

The opinion expressed herein is limited to the General Corporation Law of the State of Delaware (the "GCLD") and the applicable provisions of the Delaware Constitution, in each case as currently in effect, and reported judicial decisions interpreting the GCLD and the Delaware Constitution.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to this Firm under the caption "Interests of Named Experts and Counsel" in the Registration Statement. In giving such consent, we do not hereby admit that we are in the category of such persons whose consent is required under Section 7 of the Securities Act of 1933, as amended.

Very truly yours,

FRIED, FRANK, HARRIS, SHRIVER & JACOBSON

By: /s/ Jeffrey Bagner

Jeffrey Bagner

Exhibit 23.1

INDEPENDENT AUTITORS' CONSENT

We consent to the incorporation by reference in this Registration Statement of Community Health Systems, Inc. on Form S-8 of our reports dated February 20, 2001, appearing in the Annual Report on Form 10-K of Community Health Systems, Inc. for the year ended December 31, 2000.

/s/ Deloitte & Touche LLP

Nashville, Tennessee
May 23, 2001