

The Salem Health and Wellness Foundation, Inc. Right of First Opportunity

Applications from organizations that offer services in competition with the present Memorial Hospital of Salem County (the Hospital), and applications from any organization for funding projects that may, directly or indirectly, offer services in competition with the Hospital, are subject to the terms and conditions of a Right of First Opportunity that is part of a Supplemental Rights Agreement which exists among Salem Hospital Corporation (SHC), its corporate parent CHS/Community Health Systems, Inc., and the Salem Health and Wellness Foundation. SHC is the corporate entity that, since October 1, 2002, has been doing business as The Memorial Hospital of Salem County. It is the sole responsibility of each applicant to become familiar with the content of the Right of First Opportunity, reprinted below, and to disclose any competitive relationships.

FOUNDATION GRANTS SHC A RIGHT OF FIRST OPPORTUNITY TO OFFER A COMPETING BUSINESS

In the event that the Foundation, at all times from the Closing Date (as such term is defined in the Purchase Agreement) of the Transaction until the tenth (10th) anniversary of that Closing Date, decides to, directly or indirectly, establish, own, lease, manage, operate, control, or participate in any manner (including, without limitation, by providing grant or other funding, or guarantees) in the existence, ownership, leasing, management, operation or control of any business that offers services in competition with the SHC including, but not limited, to any acute care hospital, specialty hospital, rehabilitation facility, diagnostic imaging center, inpatient or outpatient psychiatric or substance abuse facility, ambulatory or other type of surgery center, or home health or hospice agency (any of such uses being referred to herein as a "Competing Business"), within a 25-mile radius of the Hospital (the "Restricted Area"), Foundation shall first give SHC at least sixty (60) days prior written notice of its intent to undertake or fund a Competing Business as described in this Paragraph 1.a.

Buyer shall notify Foundation before the end of the sixty (60) day notice period that it will provide the Competing Business within the Restricted Area, in the same time frame, same manner, and to the same extent as proposed by the Foundation.

In the event SHC does not provide the Competing Business within the Restricted Area, in the same time frame, same manner, and to the same extent as proposed by the Foundation, then Foundation may undertake the Competing Business in the manner originally proposed to SHC. However, if the Foundation makes any material changes to the Competing Business, it must offer it again to SHC and Section 1 shall apply in its entirety.

Copies of the entire Supplemental Rights Agreement may be obtained by written request to:

Brenda L. Goins, Executive Director
The Salem Health and Wellness
Foundation, Inc.
Post Office Box 95
Salem, NJ 08079-0095

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Declaration of Applicant

I have read and understand the rights granted to Salem Hospital Corporation and the obligations of the Salem Health and Wellness Foundation contained in the *Right of First Opportunity* reprinted above.

I certify that I am a senior corporate officer of the organization seeking support and authorized to affirm **one** of the statements below.

* * *

I affirm, by signature below, that the *Right of First Opportunity* **DOES NOT** apply to our organization or to the project for which this application for a grant is being made.

(Name)

(Title)

(Signature)

(Date)

OR

I affirm, by signature below, that the *Right of First Opportunity* **DOES** apply to our organization or to the project for which this application for a grant is being made.

(Name)

(Title)

(Signature)

(Date)