

**SECOND AMENDMENT  
MEMORIAL HEALTHCARE SYSTEM  
401(a) RETIREMENT PLAN**

**Amended and Restated Effective as of January 1, 2014**

**WHEREAS**, the South Broward Hospital District, dba Memorial Healthcare System (the "Company"), established and maintains the Memorial Healthcare System 401(a) Retirement Plan (the "401(a) Plan") effective as of November 1, 2011 for the benefit of eligible employees; and

**WHEREAS**, the 401(a) Plan was most recently amended and restated effective as of January 1, 2014, which restated plan document was subsequently amended by the First Amendment thereto, effective as of January 1, 2018; and

**WHEREAS**, the 401(a) Plan and related trust are intended to conform to and qualify under Sections 401(a) and 501(a) of the Internal Revenue Code of 1986, as amended, as such provisions apply to governmental plans; and

**WHEREAS**, the Company has reserved the right to amend the 401(a) Plan at any time, and retroactively if deemed necessary or appropriate, in accordance with Section 9.01 of the 401(a) Plan; and

**WHEREAS**, the Retirement Plan for Employees of South Broward Hospital District, Hollywood, Florida (the "Retirement Plan") provides that certain employees who transferred to South Florida Community Care Network, LLC (dba Community Care Plan as of March 28, 2016) during the period beginning on January 1, 2015 and ending on September 30, 2015 with continued coverage and benefit accruals under the Retirement Plan; and

**WHEREAS**, the Company desires to amend the Retirement Plan to continue to provide coverage and benefits for a certain employee who transferred from Community Care Plan back to the Company during September 2018; and

**WHEREAS**, in order to avoid any possibility that such re-employed employee of the Company may accrue concurrent benefits under the 401(a) Plan and the Retirement Plan with respect to the same period of employment with the Company, the Company also desires to amend the 401(a) Plan to prevent such re-employed employee from becoming eligible to participate in, and accruing any benefits under, the 401(a) Plan;

**NOW THEREFORE**, to effectuate the foregoing, the 401(a) Plan is hereby amended as set forth hereinafter, effective as of September 1, 2018:


1. The third sentence of Section 1.12 of the 401(a) Plan, as amended by the First Amendment thereto, is hereby amended to read as follows:

Notwithstanding an individual's status as an Employee or the individual's eligibility for any Employer-sponsored benefits, none of the following shall be a Covered Employee under this Plan: (i) a graduate medical student who is participating in any Graduate Medical Education program sponsored by the Employer, and (ii) that certain Employee who transferred to South Florida Community Care Network, LLC (dba Community Care Plan as of March 28, 2016) during the period beginning on January 1, 2015 and ending on September 30, 2015 and who transferred from Community Care Plan back to the Company during September 2018.

2. In all other respects, the 401(a) Plan shall be and remain unchanged by this Second Amendment.

IN WITNESS WHEREOF, the Company has caused this Second Amendment to the Memorial Healthcare System 401(a) Retirement Plan to be executed on this 10<sup>th</sup> day of September, 2018.

**South Broward Hospital District, dba  
Memorial Healthcare System**

By:   
Aurelio M. Fernandez, III  
Its: President and CEO  
(Title)