

### THIRD AMENDMENT

#### MEMORIAL HEALTHCARE SYSTEM 401(a) RETIREMENT PLAN

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

**WHEREAS**, the Plan was most recently restated effective January 1, 2014; and

**WHEREAS**, the 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 Plan has been amended twice since it was restated effective January 1, 2014 and the Company now desires to amend the eligibility requirements to reduce the Hours of Service required for a benefits-eligible Employee to become a Participant in the Plan.

**NOW THEREFORE**, to effectuate the foregoing, the Plan is hereby amended as set forth hereinafter, effective January 1, 2019:

1. Section 1.31 is amended and restated in its entirety as follows:

- 1.31 “Year of Eligibility Service” – means an “Eligibility Computation Period” beginning on a Covered Employee’s Date of Hire and ending on December 31<sup>st</sup> of the calendar year of the Covered Employee’s Date of Hire during which the Covered Employee completes at least 1,404 Hours of Service and is a Covered Employee on such December 31<sup>st</sup>. If the Covered Employee fails to complete a Year of Eligibility Service in the initial Eligibility Computation Period, the next Eligibility Computation Period shall be the calendar year immediately following the Covered Employee’s Date of Hire. Such Covered Employee shall receive a Year of Eligibility Service in that next Eligibility Computation Period, or any subsequent Eligibility Computation period, so long as he completes 1,872 Hours of Service during the applicable Eligibility Computation Period and is a Covered Employee on the December 31<sup>st</sup> of that Eligibility Computation Period.

Notwithstanding the foregoing, a Year of Eligibility Service, with respect to an individual who participated in a Graduate Medical Education program sponsored by the Employer and immediately following completion of such program became a Covered Employee, shall include Hours of Service credited

to the Eligibility Computation Period or Periods that occurred during such Graduate Medical Education program as set forth in Section 1.19.

2. Section 1.32 is amended and restated in its entirety as follows:

1.32 “Year of Vesting Service” – means a Plan Year for which an Employer Contribution is allocated to a Participant’s Account in accordance with Section 3.01. Notwithstanding the foregoing, with respect to an individual who participated in a Graduate Medical Education program sponsored by the Employer and immediately following completion of such program became a Covered Employee, a Year of Vesting Service shall include each Plan Year that occurred during such Graduate Medical Education program in which such individual completed at least 1,404 Hours of Service in the Plan Year that contains the individual’s Date of Hire or 1,872 Hours of Service during any subsequent Plan Year. For the avoidance of doubt and for purposes of clarification, these Years of Vesting Service, if any, shall be taken into account for the purpose of determining the Vested Portion of any benefit that may accrue only after such individual becomes a Participant in the Plan.

3. Section 3.01(a) is amended and restated in its entirety as follows:

3.01. Employer Contributions.

(a) As of the last day of each Plan Year, or as soon thereafter as administratively feasible and in accordance with applicable law, the Employer shall, in its sole discretion, make an Employer Contribution to the Trust Fund on behalf of each Participant who:

(i) As of December 31<sup>st</sup> of such Plan Year, is

- A. A Covered Employee and Participant, and
- B. Actively employed by the Employer, and
- C. Has completed 1,404 Hours of Service in the Plan Year that contains the Participant’s Date of Hire or 1,872 Hours of Service for any subsequent Plan Year.

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

IN WITNESS WHEREOF, the Company has caused this Third Amendment to the Memorial Healthcare System 401(a) Retirement Plan to be executed on this 9<sup>th</sup> day of August, 2019.

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

By: 

Its: CEO  
(Title)