

**FIFTH 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 four times since it was restated effective January 1, 2014, and the Company now desires to amend certain provisions in the Plan relating to eligibility, vesting service, Company contributions, and forfeitures.

**NOW THEREFORE**, to effectuate the foregoing, the Plan is hereby amended as set forth hereinafter, effective January 1, 2024:

1. The following definitions of “Period of Service” and “Period After Termination” are hereby added at the end of Article One:

1.33 “Period of Service”- means, with respect to any Employee, the aggregate of all time periods commencing with the Employee’s Date of Hire or reemployment date and ending on the date on which the Account balance restoration provisions set forth in Section 5.02(b) no longer apply to the Employee. An Employee shall receive credit for any Period After Termination of less than 12 consecutive months in accordance with Section 1.34(c). An Employee shall also receive credit for military service in accordance with Section 1.34(d). Fractional periods of a year shall be expressed in terms of days.

1.34 “Period After Termination”- means, as follows:

(a) Period After Termination begins upon the Employee’s severance from service date and, if he again becomes an Employee, ends upon the date on which he again performs an Hour of Service.

(b) The Employee’s “severance from service date” is the earlier of: (i) the date on which the Employee ceases to be an Employee by reason of a quit, retirement, discharge, or death, and (ii) the 12-month anniversary of the date on which the Employee was otherwise first absent from service.

(c) An Employee shall receive service credit for a Period After Termination which is less than 12 consecutive months; provided, however, that if the Employee’s severance from service date occurs by reason of a quit, retirement or discharge during a leave of absence, then the Employee shall only receive credit

for his Period After Termination if the Employee returns to service within 12 months of the date on which the Employee's absence first began.

(d) In the case of a leave of absence for service in the armed forces of the United States, the Employee's Period of Service shall not exclude any period during which the Employee has reemployment rights with respect to an Employer under federal law.

2. Section 1.19 is hereby amended by adding the following to the end thereof:

Effective January 1, 2024, Years of Vesting Service are calculated based on the Participant's Period of Service in accordance with Section 1.32, as amended by this Fifth Amendment, rather than counting actual Hours of Service, and Years of Eligibility Service are no longer applicable under Section 1.31, as amended by this Fifth Amendment, because a Covered Employee who is regularly scheduled to work at least 72 hours per pay period automatically become eligible to participate in the Plan, provided he has met the minimum age requirement of Section 2.01.

3. Section 1.20 is amended and restated in its entirety as follows:

1.20 "Normal Retirement Age" – means, effective for a Participant who performs one or more Hours of Service on or after January 1, 2024, the later of age 65 or the completion of three (3) Years of Vesting Service. Otherwise, it means the later of age 65 or the completion of five (5) Years of Vesting Service (as such term was defined prior to the adoption of this Fifth Amendment).

4. Section 1.31 is amended by adding at the end thereof the following new paragraph:

Effective for any Covered Employee who performs one or more Hours of Service on or after January 1, 2024, Years of Eligibility Service shall no longer be applicable because a Covered Employee who is regularly scheduled to work at least 72 hours per pay period automatically becomes eligible to participate in the Plan, provided he satisfies the minimum age requirement of Section 2.01.

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

1.32 "Years of Vesting Service" – means, effective for a Participant who performs one or more Hours of Service on or after January 1, 2024, the Participant's Period of Service, regardless of whether or not an Employer Contribution is allocated to a Participant's Account in accordance with Section 3.01. For the avoidance of doubt and for purposes of clarification, 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.

For a Participant who does not perform at least one Hour of Service on or after January 1, 2024, a "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 includes 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 contained 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.

Notwithstanding the foregoing, because the method of crediting service under the Plan for a Participant who performs one or more Hours of Service on or after January 1, 2024 is amended by this Fifth Amendment from the hour of service method to the elapsed time method, a Participant who performs one or more Hours of Service on or after January 1, 2024 shall receive credit for Years of Vesting Service as of December 31, 2023 equal to the greater of (i) the number of Years of Vesting Service that would be credited to such Participant as of December 31, 2023 under the hour of service method provisions of the Plan as in effect immediately prior to the adoption of this Fifth Amendment, or (ii) the Period of Service that would be credited to such Participant as of December 31, 2023 by applying the elapsed time method provisions of this Fifth Amendment during such Participant's entire Period of Service. In addition, such Participant shall receive credit for Periods of Service subsequent to December 31, 2023.

6. Section 2.01 is amended and restated in its entirety as follows:

2.01 Initial Participation.

A Covered Employee shall automatically become a Participant in the Plan if he has attained the age of 21 years. Otherwise, he shall become a Participant in the Plan on the December 31st coincident with or next following the date he attains the age of 21 years, provided he is a Covered Employee on such December 31st.

7. Section 3.01 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 is 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 31st of such Plan Year,
  - (A) Is a Covered Employee and Participant, and
  - (B) Is actively employed by the Employer; and

- (ii) Has completed 1,872 Hours of Service during such Plan Year unless such Plan Year contains the Covered Employee's Date of Hire, in which case no Hours of Service shall be required.

For purposes of determining whether the minimum Hour of Service condition of paragraph (ii), above, is satisfied for a Plan Year, in addition to the Hours of Service credited to a Covered Employee under Section 1.19 hereof, a Covered Employee who is on a leave of absence that is authorized by the Company shall receive credit for the hours of service that would otherwise have been credited to such Covered Employee but for such authorized leave of absence, or in any case in which such hours cannot be determined, 8 hours of service per day for each day such Covered Employee would have been scheduled to work but for such authorized leave of absence.

- (b) The Employer Contribution for a given Plan Year that is allocated to the Account of a Participant who satisfies the requirements set forth in subsection (a) above shall be equal to 3.0% of the Participant's Compensation during such Plan Year.

- (c) Employer Contributions described in this Section 3.01 shall be allocated to Participants' Accounts as of the last day of the Plan Year to which they pertain.

8. Section 5.01(b) is amended and restated in its entirety as follows:

- (b) Absent the occurrence of an event described in paragraphs (i) through (iv) of Section 5.01(a):

- (i) effective for a Participant who performs one or more Hours of Service on or after January 1, 2024, such Participant's interest in his Account shall become vested and nonforfeitable upon the Participant completing three (3) or more Years of Vesting Service; and

- (ii) effective for a Participant that does not perform at least one Hour of Service on or after January 1, 2024, such Participant's interest in his Account shall become vested and nonforfeitable upon the Participant completing five (5) or more Years of Vesting Service.

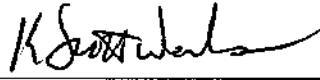
9. Section 5.02(b) is amended and restated in its entirety as follows:

- (b) Notwithstanding the foregoing, a Participant or former Participant who returns to employment with the Employer as a Covered Employee may have his prior Years of Vesting Service and all of his prior nonvested Account balance restored if such Covered Employee's Period After Termination is less than five (5) years. The Covered Employee's prior Years of Vesting Service and prior nonvested Account balance shall be restored as of the December 31 of the Plan Year which coincides with the date on which the Covered Employee first receives an Employer Contribution after his reemployment date.

10. In all other respects, the Plan shall be and remain unchanged by this Fifth Amendment.

**IN WITNESS WHEREOF**, the Company has caused this Fifth Amendment to the Memorial Healthcare System 401(a) Retirement Plan to be executed on this 12<sup>th</sup> day of October, 2023.

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

By: 

Its: \_\_\_\_\_ K. Scott Wester, FACHE  
(Title) President and CEO