

**AMENDMENT NO. 2**

**RETIREMENT PLAN FOR EMPLOYEES OF  
SOUTH BROWARD HOSPITAL DISTRICT, HOLLYWOOD, FLORIDA**

**WHEREAS**, South Broward Hospital District (the “Company”) established and maintains the Retirement Plan for Employees of South Broward Hospital District, Hollywood, Florida (the “Plan”) effective May 1, 1969 for the benefit of eligible employees; and

**WHEREAS**, the Plan has been amended and restated from time to time, the most recent of which was effective May 1, 2015; and

**WHEREAS**, Amendment No. 1 to the Plan has been adopted subsequent to the May 1, 2015 amendment and restatement; and

**WHEREAS**, the Plan provides that certain Covered 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 Plan; and

**WHEREAS**, pursuant to Section 12.1 of the Plan, the Company reserves the right to amend the Plan at any time; and

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

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

1. The last paragraph of the Introduction of the Plan is revised to read as follows:

Effective November 1, 2001, notwithstanding anything in the Plan to the contrary, the Plan was closed to Employee who are hired or re-employed on or after November 1, 2011, except as otherwise provided by Subsection (c) of the definition of a Covered Employee in Article I. In addition, and notwithstanding anything in the Plan to the contrary, former Employees who are re-employed on or after November 1, 2011 will not accrue additional Years of Service for any purpose under the Plan, including the benefit accrual, vesting and entitlement service on or after such re-employment date, except to the extent otherwise provided by Section 2.2(k).

2. The definition of Covered Employee in Article I is hereby revised to read as follows:

Covered Employee – (a) Any Full-Time Employee hired or re-employed prior to November 1, 2011, except for (1) an Employee who participates in another retirement program such as the Florida Retirement System (“FRS”), and such participation is funded by the Company, (2) a Participant receiving monthly benefits who is re-employed after February 24, 2010, or (3) a re-employed Participant described in Subsection (c) below.

For the avoidance of doubt, a Full-Time Employee who is a participant in the Memorial Healthcare System 401(a) Retirement Plan (or successor plan) shall not be a "Covered Employee" under this Plan. Effective on and after November 1, 2011, a Full-Time Employee hired or re-employed on or after November 1, 2011 shall no longer be a "Covered Employee" under this Plan, except as otherwise provided in Subsection (c) below.

(b) Any Participant who is a Covered Employee on December 31, 2014 and who directly transfers to employment with SFCCN during the period beginning on January 1, 2015 and ending on September 30, 2015 shall remain a Covered Employee under the Plan for as long as he or she remains in continuous employment with SFCCN and, other than during a period such Participant is on a Leave of Absence as described in Section 3.2 which is authorized or approved by SFCCN, is regularly scheduled to work at least 72 hours per pay period in accordance with the definition of Full-Time Employee as set forth in Article I of the Plan.

(c) Any Participant who became a Covered Employee under Subsection (b) above and who directly transferred back to the employment of the Company during September 2018 shall remain a Covered Employee under the Plan for as long as such Employee remains a Full-Time Employee.

3. The last sentence in the paragraph that contains the definition of New Plan in Article I is revised to read as follows:

Notwithstanding the foregoing, the Plan was closed to Employees who were hire or re-hired on or after November 1, 2011, and former Employees who are re-employed on or after November 1, 2011 will not accrue additional Years of Service for any purpose under the Plan except to the extent otherwise provided by Section 2.2(k).

4. The definition of Prior Plan in Article I is revised to read as follows:

Prior Plan - The benefit formula and provisions that apply to Participants in the Plan as of April 30, 2010, and to Employees who are on the payroll of the Company on April 30, 2010 (including those who are absent from employment on that date due to illness, injury, military service or mobilization, or other authorized absence, but excluding those who are disabled within the meaning of the Company's long-term disability plan or otherwise not actively employed by the Company) who may become Participants after such date. However, a Participant covered by the Prior Plan who terminates employment with the Company in a non-vested status and is subsequently re-employed on or after May 1, 2010 shall have any benefits to which he may be entitled under the Plan determined under the formula and provisions of the New Plan. For purposes of this Article, the term "non-vested Participant" means a Participant who does not have any nonforfeitable right under the Plan to his Accrued Benefit at the time of termination of employment. Notwithstanding the foregoing, the Plan was closed to Employees who were hire or re-hired on or after November 1, 2011, and former Employees who are re-employed on or after November 1, 2011 will not accrue

additional Years of Service for any purpose under the Plan except to the extent otherwise provided by Section 2.2(k).

5. Section 2.1 is revised to read as follows:

2.1 Requirements – All Covered Employees who were Participants in the Plan immediately prior to the Restatement Date shall continue to be Participants as of the Restatement Date. Except as otherwise provided by Subsection (c) of the definition of a Covered Employee in Article I, no Employee hired or re-employed on or after November 1, 2011 shall enter or re-enter the Plan. Prior to November 1, 2011, a Covered Employee became a Participant on the first Entry Date occurring on or after the date on which such Covered Employee completed one Year of Service and attained the age of 21.


6. Subsection (k) of Section 2.2 is revised by adding at the end thereof the following new sentence:

Notwithstanding the foregoing, a Participant who is a Covered Employee pursuant to Subsection (c) of the definition of a Covered Employee in Article I shall become a Participant in the Plan as of the date of his or her re-employment and the benefit to which such Participant will subsequently become entitled shall be based on an aggregate of all Credited Service and determined in accordance with the Prior Plan.

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

DATED: This 10<sup>th</sup> day of September, 2018.

**South Broward Hospital District**

By: 

Aurelio M. Fernandez, III

Its: \_\_\_\_\_

President and CEO

(Title)