

**NORTH BREVARD COUNTY HOSPITAL DISTRICT,
a Special Tax District operating
PARRISH MEDICAL CENTER
PENSION PLAN AND TRUST AGREEMENT**

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**NORTH BREVARD COUNTY HOSPITAL DISTRICT,
a Special Tax District operating
PARRISH MEDICAL CENTER
PENSION PLAN AND TRUST AGREEMENT**

WITNESSETH:

WHEREAS, the North Brevard County Hospital District ("Hospital Board"), a Special Tax District operating Parrish Medical Center, has previously established the North Brevard County Hospital District, a Special Tax District operating Parrish Medical Center Pension Plan and Trust (the "Plan"), a defined benefit plan, and is intended to meet the applicable requirements of Internal Revenue Code Section 401(a). The Plan is a "governmental plan" within the meaning of Code Section 414(d), and as such, is exempt from the Employee Retirement Income Security Act of 1974, as amended; and

WHEREAS, the Internal Revenue Service is requiring that the Plan be amended and restated for legislative changes. This amended and restated Plan document is intended to comply with the applicable provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA") the Pension Protection Act of 2006 ("PPA"), the Final 415 Regulations and the applicable provisions of various administrative pronouncements promulgated by the Internal Revenue Service. This restated Plan document reflects the provisions of the Plan in effect as of October 1, 2009, except as otherwise indicated herein; and

WHEREAS, the Hospital Board is authorized and empowered under Article IX to amend the Plan.

NOW, THEREFORE, the Plan is hereby amended in its entirety to read as follows:

ARTICLE I. DEFINITIONS

As used herein, unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

1. **Accrued Benefit** means the monthly benefit payable to a Participant at normal retirement age, as determined under the Plan's formula.

2. **Average Monthly Earnings** means 1/12th of the arithmetic average of annual earnings for the highest consecutive five years of the ten full years immediately preceding the actual retirement or termination date of a Participant; provided that if a Participant has been employed for fewer than five years such average shall be taken only over the period of his actual employment.

3. **Beneficiary** means the person or persons entitled to receive any benefits hereunder at the death of a Participant who has or have been designated in writing by the Participant and such designation has been filed with the Board. If more than one person is designated as the Beneficiary and no respective interests are indicated on the Beneficiary form, then such Participant's benefit shall be divided equally among the Beneficiaries named on the Beneficiary form. If no such designation is in effect at the time of death of the Participant, or if no person so designated is living at that time, the Board shall have the authority to designate the Beneficiary or Beneficiaries as provided herein.

4. **Code** means the Internal Revenue Code of 1986, as amended from time to time.

5. **Committee** means the Pension Administrative Committee of North Brevard County Hospital District Board, and which committee shall administer the Plan as herein provided.

6. **Continuous Service** means uninterrupted service by an Employee (expressed as years of service and completed months), from the date prior to January 1, 1985, on which he last entered employment as an Employee of the Hospital, until the date his employment shall be terminated by death, disability, retirement, or discharge. After January 1, 1985, Continuous Service before a period of not being employed by the Hospital shall be aggregated with Continuous Service after the break in employment only if the Employee was vested before such break in employment, and if the break in employment was not more than five years (or if greater, the period of Continuous Service before the break in employment).

If the Participant had previously received a cash-out of the value of his benefits at the time of termination of employment, his previous service may be aggregated with subsequent service only if he is eligible to purchase the previous service in accordance with the provisions of the Plan. If a retired Participant is rehired on a full-time or part-time basis, only their service performed after their rehire counts toward post-retirement benefits.

The Continuous Service of any Employee shall not be deemed to be interrupted if such Employee completes at least 1000 hours of service each Plan Year the Employee is employed by the Employer. An Employee will be credited with an hour of service:

(a) For each hour which the Employer pays the Employee either directly or indirectly or for which the Employee is entitled to payment, for the performance of his/her duties.

(b) For each hour the Employee is on any authorized leave of absence or vacation, provided that all Employees similarly situated and in similar circumstances shall be treated alike pursuant to uniform, non-discriminatory rules.

And, provided further, no credit for benefit computation purposes under the Plan shall be allowed in any case in excess of six (6) months wherein an Employee has been on an authorized leave of absence or vacation.

If an Employee transfers employment to or from North Brevard Medical Support, Inc., service with such Employer shall be included in Continuous Service under this Plan for purposes of eligibility, vesting and accrual of benefits.

7. **Earnings** means basic compensation paid at their base rate to an Employee, excluding commissions, overtime, bonuses and any other non-regular payments.

The annual Earnings of each Participant is taken into account for determining benefits provided under the Plan for any determination period. Earnings shall not exceed the annual Earnings limit under Code Section 401(a)(17), as in effect on the first day of the determination period. This limit shall be adjusted by the Secretary of the Treasury to reflect increases in the cost of living, as provided in Code Section 401(a)(17)(B); provided, however, that the dollar increase in effect on January 1 of any calendar year is effective for determination periods beginning in such calendar year. If a Plan determines Earnings over a determination period that contains fewer than 12 calendar months (a "short determination period"), then the Earnings limit for such "short determination period" is equal to the Earnings limit for the calendar year in which the "short determination period" begins multiplied by the ratio obtained by dividing the number of full months in the "short determination period" by 12. Earnings paid in the first weeks of the next Limitation Year for services performed in the prior Limitation Year shall be taken into account in determining the following Limitation Year's Earnings.

If an Employee transfers employment to or from North Brevard Medical Support, Inc., Earnings under this definition shall include earnings with such Employer, as well as earnings with Parrish Medical Center.

8. **Effective Date** means October 1, 2009, except as otherwise provided. The original effective date of the Plan is February 15, 1972.

9. **Employee** means any person employed by the Hospital on a regular, full-time or part-time basis whose customary employment is for more than five (5) months per year and twenty (20) hours per week and who performs at least one thousand (1,000) hours of service per year. Employees classified as "Per Diem Employees," "On Call Employees," "Per Class Employees," and "Per Visit Employees" are excluded from this definition. Part-time Employees who average less than 20 hours per week and less than 1,000 hours of service per year are excluded from this definition. "Reclassified Employees" are also excluded from this definition even if a governmental agency reclassifies the individual(s) as Employee(s).

10. **Employer** means North Brevard County Hospital District Board or Parrish Medical Center, as the context requires, and any successor organization that may succeed to the business of Parrish Medical Center. Employer shall also mean any Participating Employer.

11. **Fund** means the Trust Fund created in accordance with the Plan.

12. **Hospital** means North Brevard County Hospital District Board or Parrish Medical Center, as the context requires.

13. **Hospital Board** means the North Brevard County Hospital District Board.

14. **Life Annuity** means a monthly payment for the life of the Participant that terminates upon the Participant's death.

15. **Limitation Year** means the Plan Year.

16. **Participant** means an Employee who fulfills the participation requirements under Article II herein.

17. **Participating Employer** means any Employer or other entity, other than the North Brevard County Hospital District who sponsors the Plan, who adopts this Plan and all of the provisions hereof, unless otherwise stated, by properly executing a document evidencing said intent.

Any contribution or forfeiture subject to allocation during each Plan Year shall be determined and allocated separately by each Participating Employer, and shall be paid to and held by the Plan for the exclusive benefit of the Employees of such Participating Employer and the Beneficiaries of such Employees, subject to all the terms and conditions of this Plan. The Plan Administrator shall keep separate books and records concerning the affairs of each Participating Employer hereunder and as to the accounts and credits of the Employees of each Participating Employer.

18. **Plan** means the Pension Plan as contained herein and all amendments thereto. This Plan is intended to be a governmental plan as defined in Section 414(d) of the Code and shall be operated accordingly.

19. **Plan Administrator** means the Employer.

20. **Plan Year** means the time period beginning each October 1 and ending each September 30.

21. **Reclassified Employee** means any person the Employer does not treat as an Employee for federal income tax withholding purposes under Section 3401(a) of the Code, including, but not limited to, independent contractors, persons the Employer pays outside of its payroll system and outsourced workers, but for whom there is a binding determination that the individual is an Employee or a leased Employee of the Employer.

22. **Trust** means the Trust established herein as part of the Plan.

23. **Trustee** means the Trustee(s), individually, and collectively, as the context requires, and shall refer to the individual(s) or entity with authority to manage and control the assets of the Plan, regardless of whether discretion is permitted, and as outlined more fully in a trustee services agreement.

ARTICLE II. ELIGIBILITY

1. **Conditions of Eligibility.** Each Employee with one (1) year Continuous Service shall be eligible to become a Participant under the Plan. Application for participation with respect to both current and future Employees shall be made to the Committee within such period of time and in such manner or form as is prescribed pursuant to uniform, non-discriminatory rules established by the Committee.

2. **Forms.** Each Employee shall complete forms to enable proper administration of the Plan by the Committee on matters and at such time as may be prescribed by the Committee, including, but not limited to, beneficiary designation forms upon entry into the Plan, upon full vesting or upon such other event as the Committee deems appropriate.

3. **Change in Designation of Beneficiary.** A Participant may change his designated Beneficiary by written notice to the Committee upon forms provided by the Committee. No change of Beneficiary shall be effective until such written notice has been received by the Committee. Upon such change, the rights of all previously designated Beneficiaries to receive any benefit under the Plan shall cease.

4. **Election Not to Participate.** An Employee eligible to participate, or any present Participant, may elect not to participate in the Plan. For an election to be effective for a particular Plan Year, the Employee or Participant must file the election, in writing, with the Committee no later than sixty (60) days prior to the last day of that Plan Year. After an Employee's or Participant's election not to participate has been effective for at least two (2) Plan Years, the Employee or Participant may re-elect to participate in the Plan for any Plan Year and subsequent Plan Years. An Employee or Participant may re-elect to participate in the Plan by filing his election, in writing, with the Committee no later than sixty (60) days prior to the last day of the Plan Year for which his election is to be effective. An Employee or Participant who re-elects to participate may not again elect not to participate. The Committee will furnish an Employee or Participant with any form required for purposes of an election under this Section.

A Participant who elects not to participate may not receive a distribution of his benefit under the Plan, except as otherwise provided in the Plan. Furthermore, the Employee or the Participant shall receive vesting credit under Article VIII for service performed during the period the election not to participate is effective.

**ARTICLE III.
RETIREMENT DATES**

1. **Normal Retirement Date.**

(a) **For Participants terminating employment after July 1, 1997:** The Normal Retirement Date of each Participant shall be the first day of the month coincident with, or next following the earlier of: the 65th birthday; 30 years of Continuous Service; or the 60th birthday with 25 years of Continuous Service.

(b) **For Participants terminating employment during the period of October 1, 1995 through June 30, 1997:** The Normal Retirement Date of each Participant shall be the first day of the month coincident with, or next following the earlier of: the 65th birthday; or 30 years of Continuous Service.

(c) **For Participants terminating employment during the period of March 1, 1994 through September 30, 1995:** The Normal Retirement Date of each Participant shall be the first day of the month coincident with, or next following the earlier of: the 65th birthday; or the 55th birthday and 30 years of Continuous Service.

(d) **For Participants terminating employment during the period of February 15, 1972 through February 28, 1994:** The Normal Retirement Date of each Participant shall be the first day of the month coincident with, or next following his 65th birthday.

2. **Early Retirement Date.** A Participant may retire on the first day of any month following the attainment of age 55 and the completion of 20 years of Continuous Service provided that such Early Retirement is approved by the Committee.

3. **Delayed Retirement Date.** A Participant may remain actively employed beyond his Normal Retirement Date. The Delayed Retirement Date shall be the date on which such Participant subsequently actually retires.

**ARTICLE IV.
RETIREMENT BENEFITS**

1. Normal Retirement Benefit.

(a) **Duration.** A Participant retiring hereunder on his Normal Retirement Date shall receive a monthly benefit, which shall commence on his Normal Retirement Date and be continued thereafter during his lifetime. Upon reaching his Normal Retirement Date a Participant's benefits shall be fully vested.

(b) **Amount.**

(i) **For Participants terminating employment after October 1, 1995, the monthly Normal Retirement Benefit shall be an amount equal to: 1 3/4% of Average Monthly Earnings up to \$1,000, plus 1 1/2% of Average Monthly Earnings in excess of \$1,000, times Continuous Service (years and completed months).**

(ii) **For Participants terminating employment during the period of March 1, 1994 through September 30, 1995, the monthly Normal Retirement Benefit shall be an amount equal to: 1 1/2% of Average Monthly Earnings times Continuous Service (years and completed months).**

(iii) **For Participants terminating employment during the period of October 1, 1985 through February 28, 1994, the monthly Normal Retirement Benefit shall be an amount equal to: 1 1/4% of Average Monthly Earnings up to \$1,000, plus 1 1/2% of Average Monthly Earnings in excess of \$1,000, times Continuous Service (years and completed months).**

(iv) **For Participants terminating employment during the period of October 1, 1980 through September 30, 1985, the monthly Normal Retirement Benefit shall be an amount equal to: 1% of Average Monthly Earnings up to \$1,000, plus 2% of Average Monthly Earnings in excess of \$1,000, times Continuous Service (years and completed months).**

(v) **For Participants terminating employment during the period of February 15, 1972 through September 30, 1980, the monthly Normal Retirement Benefit shall be an amount equal to: 1/2% of Average Monthly Earnings up to \$400, plus 1 1/4% of Average Monthly Earnings over \$400, times Continuous Service (years and completed months) of Continuous Service.**

(c) **Supplemental Health Benefit.** There will be a \$100 monthly supplement paid to a retiree's health insurance carrier for those who retire on or after July 1, 1997, provided they meet the following conditions:

(i) The Participant retires on his Normal Retirement Date prior to age 65, as provided in Article III, Item 1(a).

(ii) The retiree is receiving monthly benefits.

(iii) The retiree has certified to the Employer that they have health insurance. This certification will be required to be submitted to the Committee on an annual basis in order for the retiree to receive the health insurance supplement.

This supplemental benefit will begin upon retirement and continue until the retiree attains his 65th birthday. The health insurance supplement will cease upon the retiree's 65th birthday.

2. **Early Retirement Benefit.** A Participant retiring hereunder on his Early Retirement Date may elect to receive either a deferred or an immediate monthly retirement benefit as follows:

(a) *A deferred monthly retirement benefit*, which shall commence on his Normal Retirement Date and shall be continued on the first day of each month thereafter during his lifetime. The amount of each such deferred monthly retirement benefit shall be determined in the same manner as for retirement at his Normal Retirement Date, except that Continuous Service and Average Monthly Earnings shall be determined as of his Early Retirement Date; or

(b) *An immediate monthly retirement benefit*, which shall commence on his Early Retirement Date and shall be continued on the first day of each month thereafter during his lifetime. The maximum benefit payable, as determined in subparagraph "a" above, shall be reduced by 1/15th for each of the first five years, and 1/30th for each of the next five years by which the starting date of the benefit precedes the Participant's 65th birthday, and reduced actuarially for each additional year thereafter.

3. **Delayed Retirement Benefit.** A Participant retiring hereunder at his Delayed Retirement Date shall receive a monthly retirement benefit, which shall commence on such Delayed Retirement Date and shall be continued on the first day of each month thereafter during his lifetime. The amount of each such monthly retirement benefit shall be determined in the same manner as for retirement at his Normal Retirement Date except that Continuous Service and Average Monthly Earnings shall be determined as of actual retirement date. The foregoing concerning Delayed Retirement shall be administered pursuant to uniform, non-discriminatory rules and procedures.

4. **Commencement of Benefit.** A Participant's right to his Accrued Benefits shall become fully vested and non-forfeitable upon the attainment of his Normal Retirement Date. Payment of benefits under the Plan shall begin no later than the sixtieth (60th) day after the close of the Plan Year in which the later of (a) or (b) occurs:

- (a) The attainment of his Normal Retirement Date; or,
- (b) The termination of the Participant's service with the Employer.

A Participant's benefits must commence no later than April 1 of the calendar year following the calendar year in which the Participant attains age 70½, or retires, whichever is later.

5. **Benefit Limitations.**

(a) **Contribution Limitation.** The benefits otherwise payable to a Participant or a Beneficiary under the Plan, and, where relevant, the Accrued Benefit of a Participant, shall be limited to the extent required, and only to the extent required, by the provisions of Code Section 415. Code Section 415 compensation shall include amounts that are not includible in the gross income of the Participant by reason of Code Sections 125, 132(f)(4) (for Plan Years

beginning on and after January 1, 2001), 403(b) or 457(b). (i.e., cafeteria plan, qualified transportation fringe benefit, 457 plan or 403(b) contributions). To the extent applicable, the provisions of Code Section 415 are hereby incorporated by reference into this Plan.

For a Participant with fewer than ten years of Continuous Service, the maximum benefit allowable shall be computed by multiplying the otherwise maximum allowable benefit by a fraction, the numerator of which is the Participant's Continuous Service with the Employer, and the denominator of which is ten.

In no event shall the limitations described above result in a restricted maximum annual retirement benefit of less than \$10,000, except for Participants receiving benefits with less than 10 years of service, for whom this limitation shall be reduced by multiplying this limit with an amount equal to the Participant's years of service with the Employer divided by ten, and except for Participants who have ever participated in a defined contribution plan of the Employer.

**ARTICLE V.
DISABILITY BENEFITS**

1. **Disability Retirement.** A Participant who becomes totally and permanently disabled while in the employ of the Hospital, after completing ten (10) years of Continuous Service, shall be entitled to a disability benefit. The benefit payable shall be determined and paid in the same manner as though the Participant had retired with a Normal Retirement benefit on the date of disability. The benefit shall be payable monthly during the lifetime and continued disability of the Employee.

2. **Total and Permanent Disability.** A Participant shall be considered totally and permanently disabled if he is prevented, by reason of injury, disease or disability, from any regular and continuous performance of duties for the Hospital. Disabilities arising from excessive use of intoxicants, drugs or narcotics, self inflicted injury and unlawful acts, or military service resulting in eligibility for a government sponsored military disability pension shall be excluded. The Committee shall designate a Medical Board, composed of three (3) physicians, who shall approve all such disability requests, and who shall report in writing to the Committee its conclusions and recommendations with regard to the determination of disability eligibility. The decision of the Committee regarding questions of disability eligibility shall be final and binding. The Committee may require periodic re-examinations to determine continued disability of a Participant.

**ARTICLE VI.
CONTRIBUTIONS**

1. **Employer Contributions.** The entire cost of the benefits payable under the Plan shall be borne by the Employer. Contributions shall be paid to the Trustees at such times and in such amounts as shall be actuarially determined on a regular, periodic basis. All contributions by the Employer shall be irrevocable, and may be used only for the benefit of the Participants and their Beneficiaries. All contributions by the Employer shall be deposited to the Trust Fund on at least a quarterly basis.

2. **Forfeitures.** To the extent that it is not required for the funding of any vested or retirement benefits, monies remaining in the Fund on behalf of terminated Employees which had previously been contributed by the Employer in order to fund such benefits shall serve only to reduce current and future contributions of the Employer under this Plan.

3. **Participant Contributions.** No contributions shall be required from Plan Participants.

ARTICLE VII.
OPTIONAL FORMS OF RETIREMENT BENEFITS

Each Participant shall have the right at any time prior to his actual retirement on his Early, Normal or Delayed Retirement Date to elect to have his retirement benefit payable under any one of the following options in lieu of the retirement benefits otherwise provided herein, and to revoke any such election and make a new election at any time prior to actual retirement. The value of optional retirement benefits shall be actuarially equivalent to the value of benefits otherwise payable.

The Participant shall make such an election by written request to the Committee and such an election shall be subject to the approval of the Committee.

1. **Optional Forms of Benefit.**

(a) **OPTION 1 - Joint and Last Survivor Option.** A retiring Participant may elect to receive a decreased retirement benefit during his lifetime and have such decreased retirement benefit (or a designated fraction thereof) continued after his death to and during the lifetime of his spouse or a person other than his spouse, provided that if the joint annuitant is someone other than the spouse, the monthly payments to the Participant must be at least equivalent to the amount he would have received had he elected a period certain and life thereafter option of the earlier of 20 years or age 85. The election of Option 1 shall be null and void if the designated contingent joint annuitant dies before the Participant's retirement.

(b) **OPTION 2 - 10 Years Certain and Life Thereafter.** A retiring Participant may elect to receive a decreased retirement benefit with 120 monthly payments guaranteed. If, after retiring, the Participant should die before said 120 monthly payments are made, payments are then continued to his designated Beneficiary until 120 payments in all have been made, at which time benefits cease.

After expiration of the certain period, should the retired Participant be then alive, payments are continued during his remaining lifetime.

(c) **OPTION 3 - Social Security Option.** If a Participant retires and begins receiving benefits prior to the age at which he is eligible to receive Social Security benefits, he may elect an increased retirement benefit under this Plan which will be reduced at the age of 65 in order that, to the extent possible, a more level retirement allowance will be provided taking into account the benefits under this Plan, plus primary benefits under the Federal Social Security Act. For purposes of this Option, it is presumed that Social Security payments will begin at age 65.

(d) **OPTION 4 - Other.** In lieu of the other optional forms enumerated in this Article, retirement benefits may be paid in any form approved by the Committee so long as actuarial equivalence with the benefits otherwise payable is maintained, and provided further, that any death benefits resulting may be no more than incidental. An interest only option or an option providing guaranteed payments should not extend beyond the earlier of 20 years or age 85.

2. **Actuarial Equivalence.** Any benefit payable under the terms of this Plan in a form other than the normal form of benefit shall have the same actuarial present value on the date payment commences as the normal form of benefit. For purposes of establishing the actuarial present value of

any form of payment (with respect to terminations, deaths or retirements after January 9, 2006), all future payments shall be discounted for interest and mortality as follows:

(a) Interest: 8%.

(b) Mortality: The mortality table prescribed by the Secretary of the Treasury (the "Secretary") in accordance with Section 417(e)(3)(A)(ii)(I) of the Code shall be utilized to determine the benefit. The Secretary has prescribed the 1994 Group Annuity Reserve Table on a Unisex basis, as published in Revenue Ruling 2001-62. If the Secretary (or his delegate) later prescribes a different mortality table, such revised mortality table shall become the 417(e) mortality table.

However, any lump sum benefit payable shall not be less than the actuarial present value of the Vested Accrued Benefit (as accrued to January 9, 2006) and using the interest rate(s) published by the PBGC for the October 1 prior to the date of actual payment and using the 1971 GAM Mortality Table for Males with the age set ahead five years for Participants qualifying for disability benefits.

3. **Limitation on Time Duration of Benefit Payments.** Notwithstanding anything in the Plan to the contrary, all distributions under the Plan shall comply with Code Section 401(a)(9) and the Regulations thereunder, as prescribed by the Commissioner in Revenue Rulings, Notices, and other guidance published in the Internal Revenue Bulletin, to the extent that said provisions apply to governmental plans under Code Section 414(d) and shall be made in accordance with the following requirements:

(a) Any benefit paid to a Participant shall commence on the later of:

(i) April 1 of the year following the calendar in which the Participant retires; or

(ii) April 1 of the year immediately following the calendar year in which the Participant reaches age 70½.

(b) Distributions of a Participant's benefits will be made in accordance with Code Sections 1.401(a)(9)-2 through 1.401(a)(9)-9, and such other rules thereunder as may be prescribed by the Secretary of the Treasury, to the extent that said provisions apply to governmental plans under Code Section 414(d).

(c) Notwithstanding anything contained herein to the contrary, payments under the Plan to a Beneficiary due to Participant's death shall satisfy the incidental death benefit requirements and all other applicable provisions of Code Section 401(a)(9)(G), the regulations issued thereunder, and such other rules thereunder as may be prescribed by the Secretary of the Treasury, including IRS Notice 2007-7, to the extent that said provisions apply to governmental plans under Code Section 414(d).

4. **Direct Transfers of Eligible Rollover Distributions.** Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Committee, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover. For purposes of this Section, the following definitions shall apply:

(a) **Eligible Rollover Distribution.** An Eligible Rollover Distribution is any distribution of all or any portion of the accrued benefit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially

equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9), any hardship withdrawal, and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities) and any distribution made to satisfy Code Section 415 or Code Section 401(a)(9).

(b) **Eligible Retirement Plan.** An Eligible Retirement Plan is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), an annuity Contract described in Code Section 403(b), an eligible plan under Code Section 457 that agrees to separately account for such transferred amounts and which is maintained by a state, political subdivision of a state or an agency or instrumentality of a state or political subdivision of a state or a qualified trust described in Code Section 401(a) that accepts the distributee's "eligible rollover distribution." For distributions made after December 31, 2007, an eligible retirement plan shall include a Roth IRA as defined under Code Section 408A.

(c) **Distributee.** A Distributee means a Participant or the Participants' spouse. Effective for distributions made on or after January 1, 2009, a non-spouse Beneficiary (as defined in Code Section 401(a)(9)(E)) may elect to directly rollover an eligible rollover distribution to an individual retirement account under Code Section 408(a) or an individual retirement annuity under Code Section 408(b). A non-spouse rollover will not be subject to the direct rollover requirements of Code Section 401(a)(31), the notice requirements of Code Section 402(f) or the mandatory withholding requirements of Code Section 3405(c).

(d) **Direct Rollover.** A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

ARTICLE VIII.
BENEFITS UPON DEATH OR TERMINATION

1. **Death Benefit.** If a vested Participant dies, such Participant's benefits shall be paid to the designated Beneficiary in a lump sum as soon as administratively feasible following the death of such Participant.

2. **Termination of Employment.** All rights to benefits under this Plan shall cease upon a Participant's termination of employment, except by reason of Early, Normal or Delayed Retirement; however, all Participants shall acquire a vested interest in benefits pursuant to the following Vesting Schedule:

Completed Years of Continuous Service	Vested Interest
Less than 5	0%
5	50%
6	60%
7	70%
8	80%
9	90%
10 or more	100%

Any Participant not eligible for a Normal, Early or Delayed Retirement Benefit but who has a vested interest at time of termination shall receive such benefit on a monthly, Life Annuity basis, commencing on his Normal Retirement Date. Actuarially equivalent amounts shall be payable under any form or manner of payment provided herein.

A Participant must live to his Normal Retirement Date in order to receive his vested benefit. No benefit shall be payable to the Participant's beneficiaries following his death, except as provided in Section 1 of this Article.

3. **Effect of Certain Distributions and Repayment Rights.** For purposes of determining a Participant's Accrued Benefit under the Plan, the Committee may disregard service performed by the Participant with respect to which he has received a distribution of the present value (as described in Article VII, Actuarial Equivalence), of his entire non-forfeitable benefit.

A former Participant who returns to employment prior to five years after his termination of employment (or, if greater, the period of Continuous Service before his termination), shall have the right to repay the full amount of a distribution only when such distribution was less than the present value of his Accrued Benefit; a distribution shall be deemed less than the present value of the Accrued Benefit if any portion thereof is forfeitable at the time of such distribution (less than 100% vested). Interest compounded annually, at a rate determined by the Committee, from the date of such distribution to the repayment date shall be paid. Upon such repayment, the Participant's Accrued Benefit shall be recomputed by taking into account Continuous Service previously disregarded as above set forth.

4. **Reemployment of Retired Participants.** If a retired Participant is reemployed on a full-time or part-time basis by the Employer, the payment of his monthly retirement benefits shall be suspended during the period of such reemployment; provided, however, that if the Participant has

attained his Normal Retirement Date, such suspension shall only occur in those calendar months in which he is credited with 80 or more hours of service with the Employer. Upon the subsequent termination of employment by such Participant, the Participant shall be entitled to receive a retirement benefit based upon his years of Continuous Service and Earnings prior to the date of his previous retirement, as well as his years of Continuous Services and Earnings earned during the period of re-employment.

ARTICLE IX.
AMENDMENT AND TERMINATION OF PLAN

1. **Amendment of Plan.** The Hospital Board shall have the right at any time to modify, alter, or amend the Plan in whole or in part; provided, however, that the duties, powers and liabilities of the Trustees hereunder shall not be changed without their written consent; and Provided further, that no amendment shall cause or permit any portion of the Fund to be diverted to purposes other than the exclusive benefit of Participants and Beneficiaries, or to reduce any benefits or amounts already accrued by the Participants according to the provisions of this Plan.

2. **Termination of Plan.** The Hospital Board reserves the right to terminate the Plan and Trust and its contributions thereunder at any time. The termination shall be effective at the close of business on a date designated by the Hospital Board. If the Plan and Trust is terminated and contributions to it completely discontinued, the Trustees shall continue to administer the Fund as instructed by the Committee in accordance with the provisions hereof.

In the event of Plan termination, complete discontinuance of contributions, the termination of the Hospital's participation in the Medicare program, or change of ownership of the Hospital where the successor owner is unwilling or unable to continue the deferred compensation plan or alters the existing plan in any way, the Fund held on the Effective Date of such Termination or discontinuance shall be administered for the sole benefit of the then Participants, active and retired and beneficiaries then receiving benefits and any future beneficiaries entitled to receive benefits, who are designated by any of said Participants.

Subject to the provisions of this Section 2, the Fund shall be promptly allocated by the Committee in an equitable manner to provide benefits for the persons stated in this Section 2, in accordance with the provisions of the Plan, and in the following order of priority:

(a) Participants already retired under the Normal Retirement provisions of this Plan and those eligible for Normal Retirement but not actually retired, and their Beneficiaries, in proportion to and to the extent of the then actuarially determined present value of the benefits payable. If any funds remain, then,

(b) Participants already retired or eligible for retirement under the Early Retirement provisions of this Plan and their Beneficiaries in the same manner as in "a" above. If any funds remain, then,

(c) All other Participants and their Beneficiaries in the same manner as in "a" above, but based upon Continuous Service and Average Monthly Earnings as of the date of termination of the Plan, and with any benefits vested being given precedence.

The Fund may be distributed in one sum to the persons entitled to said benefits in the proportion of the then present value of said benefits, or the allocation may be carried out pursuant to such other method or in such other equitable manner as the Committee may direct.

If any amount remains in the Fund after the allocation above, and after all Accrued Benefits under the Plan have been satisfied, such residual assets shall revert to the Employer.

ARTICLE X.
PLAN ADMINISTRATION

1. **Administration of the Plan.** The Plan Administrator shall control and manage the operation and administration of the Plan.

2. **Pension Administration Committee.** The Hospital Board may appoint a committee of four or more persons to be known as the Pension Administrative Committee to assist with the administration of the Plan.

At least one member of the Committee shall come from each of the following groups: a member of the Board; a member of the management group of the Employer; an Employee of the Employer; and a representative from the Employer's community. If more than four members are named to the Committee, then additional members shall be named from the following groups in this order: the first additional member shall be a member of the management group of the Employer; the second additional member shall be an Employee of the Employer; the third additional member shall be representative from the Employer's community; the fourth additional member shall be a member of the Board. In no event shall there be more than eight members on the Committee.

The members shall hold office for three year terms, except that the terms of the initial members shall be staggered among one, two and three-year terms so that no more than three (3) members' terms will expire in the same year. If there are eight members, an initial group of one community representative, one Board member and one Management Group member shall be appointed to a three-year term, although the Board member's term may not exceed his Board term. The next group of one community representative, one Employee, and one Management Group member shall be appointed to a two-year term; and the remaining two members (consisting of a Board member and an Employee) shall receive one-year terms.

The Hospital Board may remove any Committee member at any time upon the delivery of written notice to the Committee member. Any member may resign at any time by notice in writing filed with the Hospital Board and with the Chairman or Secretary of the Committee. In the event a Board member's term on the Committee exceeds their term as Board member, that Board member's successor shall replace that Board member on the Committee for the remainder of that term on the Committee. Other vacancies shall be filled promptly by the Board appointing replacement Committee members for the remainder of the term from the same group as the Committee member who resigned or was removed. In the event of removal or resignation, the Committee member shall be under a duty to account for and to transfer any assets or other information relating to this Plan to his successor.

3. **Organization of Committee.** The Committee shall elect a Chairman and a Vice-Chairman from among its members and a Secretary, who need not be a member of the Committee. It may appoint such agents, who need not be members of the Committee, as it may deem necessary for the effective performance of its duties, whether ministerial or discretionary, as the Committee may deem expedient or appropriate. The compensation, if any, of such agents shall be fixed by the Committee within limits set by the Hospital Board.

The action of the Committee shall be determined by the vote or other affirmative expression of a majority of its members in attendance where a quorum is present. The Chairman or the Vice-Chairman, in his absence, may execute any certificate or other written direction on behalf of the Committee.

The Committee shall hold and conduct meetings in accordance with Florida Statutes Chapter 286, the particular notice and other requirements of which shall be attached to this Plan as Addendum A. Addendum A shall be amended from time to time as required to coordinate with changes in Florida law without a formal meeting by the Committee. Meetings may be called by the Chairman or any two members. A majority of the members of the Committee at the time in office shall constitute a quorum for the transaction of business.

Members of the Committee shall serve without compensation for services as such, but the Employer shall pay or reimburse the Committee for all expenses reasonably incurred by the Committee, including the compensation of its agents.

4. **Powers of the Committee.** The Committee shall have complete control of the administration of the Plan, subject to the provisions hereof and the approval of the Employer, with all powers necessary to enable it to properly carry out its duties in that respect. Not in limitation, but in amplification of the foregoing, the Committee shall have the power to construe this Plan and to determine all questions that may arise thereunder.

It shall determine all questions relating to the eligibility of Employees to participate in this Plan and the amount of retirement allowance or other benefits to which any Participant or Beneficiary may become entitled hereunder. The decisions of the Committee upon all matters within the scope of its authority shall be final.

The Committee shall establish rules and procedure to be followed by the Participants or Beneficiaries in filing application for benefits and for furnishing and verifying proofs necessary to establish age, Continuous Service, Earnings and any other matters required in order to establish the right to benefits in accordance with the Plan.

The Committee shall receive all applications for benefits. Upon receipt by the Committee of such an application, it shall determine all facts which are necessary to establish the right of the applicant the right of a hearing with respect to any findings of fact or determination.

In the event that no Beneficiary has been designated by a deceased Participant, or in the event that a Participant's designated Beneficiary or Beneficiaries are no longer living at the time of death of a Participant, then the Committee may at its discretion, designate a Beneficiary or Beneficiaries for the purpose of payment of any death benefits due on behalf of the deceased Participant, from among the spouse, children, parents, brothers and sisters, legal guardian of minor or incompetent heirs, or estate of the deceased.

The Committee shall prepare and distribute to the Employees, at the expense of the Employer and in such manner as it shall deem appropriate, information concerning the Plan.

To enable the Committee to perform its functions, the Employer shall supply full and timely information to the Committee of all matters relating to the Earnings of all Participants, their length of service, their retirement, death or other cause for termination of employment, and such other pertinent facts as the Committee may require. All such information shall be made available to the Actuary for use in performing the annual actuarial valuation of the Plan.

The Employer shall notify the Trustees in writing of the members of the Committee and any changes therein, and shall certify to the Trustees the signatures of said members. The Committee shall, thereupon, advise the Trustees of such facts and issue to the Trustees such instructions as may be required by the Trustees in order for them to perform their duties under the Plan.

The Committee and the Employer shall be entitled to rely upon all tables, valuations, certificates and reports made by a Certified Public Accountant or Actuary selected or approved by the Employer and the Committee, the Employer and its officers and the Trustees shall not be held liable in any respect for action taken or suffered by them in good faith in reliance upon the advice or opinion of any such actuary, accountant or counsel, and all action so taken or suffered shall be conclusive upon each of them and upon all other persons interested in the Plan. The Actuary selected or approved by the Employer and the Committee shall be a member of the Society of Actuaries or the American Academy of Actuaries, and shall be an enrolled Actuary under Sub Title C of Title III of the Employee Retirement Income Security Act of 1974.

The Committee shall have no power in any way to modify, alter, add to or subtract from any provisions of the Plan.

5. **Records of the Committee.** All acts and determinations of the Committee shall be duly recorded by the Secretary thereof, or under his supervision, and all such records, together with such other documents as may be necessary for the administration of the Plan shall be preserved in the custody of such Secretary. Such records and documents shall at all times be open for inspection and for the purpose of making copies by any persons designated by the Employer.

6. **Exception from Liability of the Committee.** The members of the Committee, and each of them, shall be free from all liability, joint or several, for their acts, omissions and conduct and for the acts, omissions and conduct of their duly constituted agents, in the administration of the Plan, except to the extent that such acts and consequences shall result from their own willful misconduct or gross negligence.

ARTICLE XI
TRUST FUND AND TRUSTEES

1. **Trust Fund.** There is hereby established a Trust Fund as part of the Plan. The Fund shall consist of all payments by the Employer, and Participant contributions and all other increments and accruals thereto. The said Fund shall be held, administered, and invested by the Trustees in the manner hereinafter provided.

2. **Amendment of Trust.** The Hospital Board shall have the right at any time, by an instrument in writing duly executed and acknowledged and delivered to the Trustees, to modify, alter, or amend this Plan in whole or in part; provided, however, that the duties, powers and liabilities of the Trustees hereunder shall not be changed without its written consent; and provided further, that no amendment shall cause or permit any portion of the Fund to be diverted to purposes other than the exclusive benefit of Participants and Beneficiaries; and provided further, that no such amendment shall have the effect of revesting in the Employer any part of the principal or income of the Fund, except such amount as may, due to an erroneous actuarial computation, remain in the Fund after the satisfaction of all liabilities under the Plan.

The President and Chief Executive Officer of Parrish Medical Center shall be authorized to execute and deliver on behalf of the Hospital Board any and all Plan amendments, investment management agreements, custodial agreements or other documents necessary to effectuate any Plan amendment or administrative responsibility.

3. **Discontinuance of Trust.** The Hospital Board expressly reserves the right to revoke this Plan and Trust at any time. If the Plan is revoked, the Trustees shall, upon instructions from the Committee, continue to administer the Fund in accordance with the provisions of Article IX. Under no conditions except that all existing liabilities under the Plan have been satisfied, will any part of the Fund at any time revert to the Hospital.

4. **Trustees and Committee.** The investment powers granted the Trustees under Section 5 shall be exercised by the Trustees in their discretion. The Trustees shall not be liable or responsible for loss resulting to the Fund by reason of any sale or investment made, or any act done, pursuant to the request of the Committee or by reason of the retention of or failure to take any action with respect to any investment, except when any loss on that account is due to its own gross negligence, willful misconduct, or lack of good faith.

5. **Powers of Trustees.** The Trustees shall have the following powers and authority in the administration of the Fund:

(a) The Trustees shall invest and reinvest the Funds in such securities or in such property, real or personal, wherever situated, as the Trustees shall deem advisable, including but not limited to, stocks, common or preferred, bonds and mortgages, and other evidences of indebtedness or ownership, although the same may not be of the character permitted for Trustees' investment by the laws of the State of Florida.

The Trustees may, from time to time, transfer to a Common, Collective or Pooled Trust Fund maintained by said duly appointed Trustees, all or such part of the Trust Fund as the Trustee may deem advisable, and such part or all of the Trust Fund so transferred shall be subject to all the terms and provisions of the Common, Collective, or Pooled Trust Fund which contemplates the commingling for investment purposes of such trust assets with trust assets of

other Trusts. The Trustees may, from time to time, withdraw from such Common, Collective or Pooled Trust Fund as the Trustees may deem advisable.

The Trustees shall be vested with full legal title to said Fund. All contributions paid to the Trustees by the Employer, and the income thereof, without distinction between principal and income, shall be held and administered by the Trustees in a single trust Fund and the Trustees shall not be required to segregate or invest separately any portion of the Trust Fund. Trustees shall act by majority vote of those present.

(b) The Trustees may cause any investment and securities held by it to be registered in or transferred onto their joint name as Trustees or into the name of such other custodian or nominee as the Plan Administrator directs, or the Trustees may retain any securities in an unregistered form that permits transferability, provided the books and records of the Trust shall at all times show all investments as part of the Trust fund. The Trustees shall further be authorized on the direction of the Hospital Board to retain one or more investment managers and/or custodians and who shall have the authority otherwise provided in the Trust Agreement to hold and manage such portion of the Trust fund as is assigned to them by a separate investment management and/or custodial agreement. The Trustees shall be indemnified and held harmless for the manner in which or result of any activities conducted by other investment managers so approved by the Hospital Board.

(c) The Trustees may retain in cash and keep unproductive of income such amount of the Trust Fund as they may deem advisable, having regard for the cash requirements of the Trust.

(d) The Trustees may buy, sell, convert, redeem, exchange, or otherwise dispose of, any real or personal property or securities held by them at public or private sale, without notice or advertisement, for cash upon credit, with or without security, without obligation on the part of any person dealing with the Trustees to see to the application of the proceeds of or to inquire into the validity, expediency, or propriety of any such disposition; may manage, operate, repair, improve and mortgage or lease for any length of time any real or personal property held in Trust; may make, execute, acknowledge and deliver any and all deeds, leases, contracts, assignments, waivers, releases or other instruments; may borrow money in any amount and upon any terms and conditions, for purposes of this agreement, and may pledge or mortgage any property held in the Trust to secure the repayment of any loan. All transactions, however, must be made under conditions comparable to arms-length transactions, and no assets shall be sold to any party at less than adequate consideration.

(e) The Trustees are empowered to determine what is "income" and what is "principal" hereunder, in their sole discretion, without regard to any statute or rule of law, provided standard acceptable accounting principles are employed.

(f) The Trustees are empowered, but are not required, to vote upon any stocks, bonds, or securities of any corporation, association, or trust and to give general or specific proxies or powers of attorney with or without power of substitution; to participate in mergers, reorganizations, recapitalization, consolidations, and similar transactions with respect to such securities; to deposit such stock or other securities in any voting trust or any protective or like committee or with the Trustees or with depositories designated thereby; to amortize or fail to amortize any part or all of the premium or discount resulting from the acquisition or disposition

of assets; and generally, to exercise any of the powers of an owner with respect to stocks, bonds, or other investments, comprising the Trust Fund which they may deem to be to the best interest of the Trust Fund to exercise.

(g) The Trustees shall not be required to make any inventory or appraisals or report to any court, nor to secure any order of court for the exercise of any power herein contained.

(h) The Trustees shall not be liable for the making, retention or sale of any investment or reinvestment made by them as herein provided, nor for any loss to or diminishment of the Fund except that due to their own negligence, willful misconduct or lack of good faith.

(i) The Trustees may from time to time consult with counsel, who may be counsel for the Hospital Board, and shall not be held liable in acting on advice from counsel with respect to legal questions.

(j) In the event the Trustees shall deem it necessary to withhold any distribution, pending compliance with legal requirements with respect to probation of estates, payment or provisions for estate or inheritance taxes or for death duties or otherwise, the Trustees shall notify the Hospital Board and the Committee and shall thereafter take no action pending receipt of the Committee's instructions for distribution and an agreement from the Hospital Board in form satisfactory to the Trustees.

(k) Where any action which the Trustees are required to take or any duty or function which they are required to perform, either under the terms of this Plan or, if applicable Trust Agreement, or under the general law applicable to them as Trustees under this Agreement, can reasonably be taken or performed only after receipt by them from the Hospital Board, or the Committee of specific information, certification, direction, or instructions, the Trustees shall incur no liability in failing to take such action or perform such duty or function until such information, certification, direction or instruction has been received by them.

(l) Upon written advice from the Committee as to the name of a Participant or Beneficiary entitled to a benefit under the Plan, the Trustees shall make payment to such Participant or Beneficiary in such manner and at such time as the Committee shall direct.

(m) Any overpayments or underpayments from the Trust Fund to a retired Participant or Beneficiary caused by error of computation shall be adjusted with interest at the rate per annum approved by the Committee. Overpayments shall be charged against retirement payments next succeeding the correction. Underpayments shall be made up from the Trust Fund.

(n) The Trustees shall sustain no liability whatsoever for the sufficiency of the Fund to meet the payments and benefits herein provided for and shall be under no duty or obligation to inquire into the sufficiency of the payments made into the Fund by the Hospital Board.

(o) In any application to or proceeding or action in the courts, only the Hospital Board and the Trustees shall be necessary parties, and no Participant or other person having an interest in the Trust Fund shall be entitled to any notice of service or process. Any judgment entered in such a proceeding or action shall be conclusive on all persons.

(p) Notwithstanding any of the other provisions herein set forth, the Trustees are not empowered to do any act which would contravene the then existing rules and regulations promulgated by any statutory provisions, federal or state, which are not preempted by the Code.

6. **Resignation of Trustees.** Any Trustee may resign this Trust at any time by giving thirty (30) days written notice to the Hospital Board. Upon such resignation becoming effective, the Trustee shall perform all acts necessary to transfer the assets of the Fund to his successor.

7. **Removal of Trustees.** The Hospital Board may remove any Trustee at any time upon the delivery of thirty (30) days written notice to the Trustee, unless shorter notice is required to protect Plan assets. In the event of such removal, the Trustee shall be under the same duty to account and to transfer the assets of this Fund to his successor as provided in the case of the Trustee's resignation.

8. **Successor Trustees.** In the event of vacancy occurring at any time in the trusteeship of this Trust Fund, the Hospital Board shall designate and appoint a qualified successor Trustee of this Fund. Any such successor shall have all the powers herein conferred upon the original Trustee.

9. **Accounting.** Within sixty (60) to ninety (90) days following the end of each fiscal year of the Trust, and in the event of removal or resignation of the Trustee, the Trustees shall file with the Hospital Board and the Committee a written report setting forth all investments, receipts and disbursements and other transactions during such annual period. Upon the expiration of sixty (60) days from the filing of the Trustee's accounting, the Trustee shall be forever relieved and discharged from any liability or accountability to anyone with respect to the propriety of their actions or the transactions unless the Committee shall, within such sixty (60) day period, have filed with the Trustees a written statement claiming negligence on the part of the Trustees.

10. **Compensation of Trustees.** The Trustees shall be paid reasonable compensation for their services.

All expenses incurred by the Trustees in the performance of their duties hereunder and any taxes upon the Trust may be paid by the Trustees from the Fund. Subsequent to payment from the fund, but not less than quarterly, the Trustees shall submit to the Hospital Board a statement of expenditures from the Fund for expenses incurred by the Trustees. Said Hospital Board shall reimburse the Fund for all said expenses as authorized under the Plan.

All expenses incurred by the Trustees in the performance of their duties hereunder and any taxes upon the Trust shall be paid by the Trustees from the Fund.