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U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS, FLORIDA

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR COLLIER COUNTY, FLORIDA
CIVIL DIVISION

WILLIAM J. SCHOEN,

Plaintiff,

Case No. 14-

vs.

HEALTH MANAGEMENT ASSOCIATES, INC., a
Delaware corporation,

Defendant.

2:14-cv-411-FtM-38CM

COMPLAINT

COMES NOW the Plaintiff, WILLIAM J. SCHOEN, ("Plaintiff" or "Schoen") and sues the Defendant, HEALTH MANAGEMENT ASSOCIATES, INC., a Delaware corporation, ("HMA" or "Defendant"), and alleges by and through his undersigned attorneys the following:

GENERAL ALLEGATIONS

1. This is an action for damages based on HMA's breach of two (2) contracts that Schoen, the long-term Chairman of the Board of HMA, entered into and relied upon while an employee of HMA, specifically :

- (a) The Employment Agreement for William J. Schoen dated effective January 2, 2001, amended February 8, 2007, and continued in effect beyond his termination; and
- (b) Health Management Associates Inc., Supplemental Executive Retirement Plan established and effective May 1, 1990, amended effective December 13, 1993 (First Amendment), further amended effective September 17, 1996 (Second Amendment), further amended effective December 5, 2000 (Third Amendment),

and last amended and restated effective January 1, 2009 (Fourth Amendment and Restatement) (together hereinafter referred to as the "SERP").

PARTIES AND JURISDICTION

2. This is an action for damages for each of the above-described contracts, the breach of each of which exceeds the jurisdictional amount of \$15,000.00.

3. Plaintiff Schoen is a resident and domiciliary of Collier County, Florida

4. Defendant, HMA is a Delaware corporation doing business in Collier County, Florida.

5. HMA operates two (2) hospitals and several health care providers in Collier County, Florida.

6. Venue and jurisdiction is appropriate in Collier County, Florida as Schoen is a resident of this county and the acts and omissions that gave rise to the causes of action set forth below occurred in Collier County, Florida.

COUNT 1
BREACH OF CONTRACT
EMPLOYMENT AGREEMENT WITH HMA

Schoen's Employment Agreement

7. Plaintiff, William J. Schoen, began his long and successful career at HMA beginning in February, 1983 when he joined the Board of Directors of a company then known as Hospital Management Associates, Inc. ("Hospital"), located in Fort Myers, Florida.

8. In 1983 Schoen became President and in 1985 Co-CEO of Hospital. After becoming President and Co-CEO, Schoen moved Hospital to Naples, Florida in 1985.

9. During 1986 he became Chairman of the Board, President and CEO and took Hospital public by means of a public stock offering and renamed Hospital "Health Management Associates, Inc." ("HMA"). After being public company on the American Stock Exchange for

two (2) years, using significant personal assets as an investment in HMA, Schoen took HMA back to the status of a private, non-public company by means of a management buy back.

10. Thereafter in 1991, Schoen took HMA public again on the New York Stock Exchange as a Fortune 500 company, by means of a second public stock offering and continued to serve as President, CEO, and Chairman of the Board.

11. After becoming public again in 1991, HMA stock grew at an exponential rate and maintained consistent profitability, and during the 1990's, HMA was recognized as the second best performing company listed on the New York Stock Exchange.

12. In 2001, at the age of 66, Schoen stepped down as President and CEO of HMA; however, remained Chairman of the Board.

13. On January 2, 2001, during the continuation of Schoen's position of Chairman of the Board of Directors, HMA and Schoen entered into a written employment agreement. A copy of the Employment Agreement is attached hereto as Exhibit A.

14. From January 2, 2001 through his termination and removal from the Board of Directors on August 15, 2013, Schoen faithfully and diligently served as Chairman of the Board for HMA, performing critical and necessary responsibilities for HMA, including those responsibilities of a so-called non-executive chairman set forth in Exhibit B, attached hereto and made a part hereof.

15. From January 2, 2001 through Schoen's termination and removal from the Board of Directors, HMA continued to abide by the terms of the Employment Agreement, including but not limited to providing to him:

- (a) his yearly salary and bonus;
- (b) health care premium payment;
- (c) increase in retirement benefits;

- (d) office and secretarial assistance;
- (e) automobile and club expenses;
- (f) tax and financial planning; and
- (g) 150 hours of personal use of HMA's Falcon 50 or equivalent aircraft.

16. In fact, on or about February 6, 2007, HMA reaffirmed and amended Schoen's Employment Agreement to entitle Schoen and his spouse to greater medical coverage. A copy of the Reaffirmation and Amendment to the Employment Agreement is attached hereto as Exhibit C.

17. HMA and Schoen by their conduct did confirm that the Employment Agreement, which provided for benefits paid by HMA to Schoen, continued beyond the date of January 1, 2004 and until his termination and removal from the Board of Directors.

18. By reason of the fact that Schoen continued to work and perform all his duties diligently and faithfully following the stated expiration date of his Employment Agreement, and HMA continued to abide by the terms of Employment Agreement, HMA recognized, confirmed and established the continued terms of the Employment Agreement, circumstances surrounding, and action of the parties recognizing and understanding that the agreement remained in full force and effect.

Schoen's Termination from HMA

19. During early 2013, Glenview Capital Management Company, LLC ("Glenview") HMA's largest shareholder, began a campaign to replace HMA's existing Board of Directors including Chairman William J. Schoen, through a shareholder vote.

20. During the time Glenview began a campaign to replace the Board of Directors of HMA, Community Health Services, Inc., a Delaware corporation ("CHS") continued ongoing negotiations to acquire HMA and Schoen participated in these negotiations.

21. On or about July 29, 2013, Community Health Services, Inc. ("CHS") and FWCT-2 Acquisition Corporation ("FWCT"), its wholly owned subsidiary, entered into an agreement with HMA whereby CHS would merge HMA into FWCT ("Merger Agreement").

22. Under the Merger Agreement, Section 3.13(a) Schoen's Employment Agreement falls under the definition of "Material Contract".

23. Under Section 3.13(b) of the Merger Agreement the parties to the merger including HMA affirmed that all Material Contracts, which includes Schoen's Employment Agreement, are valid and binding against HMA.

24. During July of 2013, Glenview put forth a resolution to the shareholders of HMA, seeking to replace the then current Board of Directors, including Schoen.

25. On or about August 7, 2013, after learning that Glenview had been successful in obtaining the requisite number of shareholder votes to replace the entire Board of HMA, including Schoen, Schoen composed a letter to HMA's Board of Directors stating his intention to retire on the earlier of September 1, 2013, or when Glenview seated a new Board of Directors.

26. The Board of Directors of HMA, including the Lead Director and Chairman of the Compensation Committee, refused to accept Schoen's letter. As a result, Schoen continued as Chairman of the Board by the consensus of the Board of Directors until he was removed on August 15, 2013.

27. On August 15, 2013, Schoen was notified by Steve Clifton, then a Senior Vice President and General Counsel of HMA of the certified results of the Shareholder's Vote that removed the entire HMA Board of Directors, including Schoen.

28. Schoen's removal as Chairman of the Board was confirmed by the filing with the SEC a notification that the HMA Board of Directors had been replaced by a new Board of

Directors selected by Glenview and that William J. Schoen had been removed from the Board. See Form 8-k, dated August 16, 2013 and attached hereto as Exhibit D.

29. The termination of Schoen as Chairman on August 15, 2013, was a termination of Schoen's employment without Cause (as defined in Section 11.c of the Employment Agreement).

Failure to Pay Severance Agreement

30. Pursuant to Schoen's Employment Agreement, paragraph 11(c), because the termination of Schoen as Chairman of the Board of HMA on August 15, 2013 was without Cause, it entitled him to receive a lump-sum payment amount equal to the "gross income paid to the Executive by the Company, as shown on his form W-2 from the Company for each of the three (3) completed calendars years immediately preceding the date of such termination" ("Severance Payment").

31. Despite the fact that the Severance Payment was due immediately to Schoen, no Severance Payment has been made to Schoen.

32. On January 10, 2014, Schoen sent an email to Steve Clifton, then Senior Vice President and General Counsel of HMA, seeking the Severance Payment in compliance with the Employment Agreement.

33. Following up on his email to Steve Clifton, on January 23, 2014, Schoen sent a letter to Wayne Smith, Chairman of the Board and CEO of CHS demanding the Severance Payment in compliance of the Employment Agreement. A copy of said Demand letter is attached hereto as Exhibit E.

34. Under the Employment Agreement, if the Severance Payment is deemed to be a "parachute payment" under Section 280(G) of the Internal Revenue Code of 1986, as amended, HMA is obligated to pay Schoen or to relevant tax authorities (i) an amount sufficient to satisfy

such excise tax; and (ii) an additional amount sufficient to pay the excise tax and all taxes, including but not limited to federal, state income, employment taxes rising from payments made by the Company to Schoen or the relevant tax authorities pursuant to the provisions of the Employment Agreement.

35. HMA has failed and refused to pay Schoen the Severance Payment together with such amounts as are otherwise required to be paid for taxes, as alleged herein and has thereby breached the Employment Agreement.

*HMA's Failure to Provide Aircraft for
Personal Use and Payment for Unused Hours*

36. Pursuant to the provisions of Section 9(d) of the Employment Agreement, HMA became obligated to provide Schoen with the right to use, for personal reasons, a Falcon 50 Aircraft, or equivalent thereof, for one hundred fifty (150) hours of air time per calendar year "during the period of Executive's employment with the Company and for fifteen (15) years thereafter" ("Aircraft Obligation").

37. Any such unused hours of personal time incurred by Schoen entitled Schoen to carry such hours of air time per calendar year forward to future years.

38. Prior to entering into his Employment Agreement, Schoen enjoyed a substantial sum as compensation for his services to HMA on an annual basis that far exceeded a \$300,000.00 per annum allowed by his Employment Contract.

39. Moreover, the Aircraft Obligation by HMA was a material term of Schoen's Employment Agreement, whereby he specifically negotiated for the Aircraft Obligation in lieu of additional monetary compensation that he would otherwise have been entitled to as Chairman of the Board of a Fortune 500 company.

40. During the course of Schoen's employment, HMA abided by the terms of the Employment Agreement and provided for personal use of the Falcon 50 (or equivalent) to Schoen.

41. During the course of Schoen's employment he accumulated and carried forward 1320.2 hours of personal aircraft time for which he is entitled to be reimbursed for the fair and reasonable value thereof.

42. Following Schoen's termination on August 15, 2013 and until January, 27, 2014, HMA continued to offer the Falcon 50 (or equivalent) to Schoen. However, after CHS acquired HMA, it has failed abide by its Aircraft Obligation to Schoen.

43. Specifically, on at least two (2) occasions after January 27, 2014, Schoen has requested HMA to provide such aircraft or equivalent for his personal use; however, HMA has failed and refused to provide such aircraft.

44. As a result of the failure of HMA to provide aircraft when requested as aforesaid to date, Schoen has incurred expenditures for use of substitute aircraft from FlexJet in the amount of \$27,872.08, and from Delta Private Jets in the amount of \$29,250.00. Invoices from each are attached hereto and incorporated herein as composite Exhibit F.

45. Additionally, under the Employment Agreement 9(d)(ii), Schoen elects at his option and is entitled to payment for the "annual operating benefit equal to the cost that [HMA] would have expended from time to time to carry on the fractional ownership program for 15 years."

46. This fractional ownership program at a minimum must be the equivalent of NetJet's fractional ownership program with respect to a Falcon 50 or better for a term of 15 years.

47. The failure of Defendant to provide for the Aircraft Obligation as set forth in the Employment Agreement constitutes a breach of contract by HMA.

WHEREFORE, the Plaintiff prays for judgment against the Defendant for breach of the Employment Agreement for compensatory damages, costs, attorneys' fees, interest and any and all other relief this Court deems just and proper.

COUNT II
BREACH OF CONTRACT – SERP

48. Effective May 1, 1990, HMA established a Supplemental Executive Retirement Plan (“SERP”) whereby key executives, including Schoen would be provided retirement and survivor benefits.

49. The SERP was amended on each of the dates as set forth above in Paragraph 1.(b.). A copy of the SERP and the First through the Fourth Amended and Restatement of the Health Management Associates, Inc. Supplemental Executive Retirement Plan are attached hereto and incorporated herein as composite Exhibit G.

50. Schoen was an eligible participant in the SERP at the time of his termination on August 15, 2013.

51. In fact, the Fourth Amendment to the SERP specifically named Schoen as a participant and sets forth in an attached schedule that Schoen will receive a retirement benefit of \$83,333.33 per month.

52. Pursuant to the terms of the SERP, specifically Section 4.4(a) of the Fourth Amendment and Restatement thereof, Schoen was entitled to receive payment from HMA pursuant to the terms of the SERP when a Change of Ownership occurred, as it is defined in the SERP.

53. Under the definition of the Change of Ownership as defined in Section 2.4 of the SERP, HMA was deemed to have undergone a Change of Ownership as defined in such Section on January 27, 2014 when HMA was acquired by Community Health Services, Inc. ("CHS").

54. Under Section 4.4(a) of the SERP Plan if a Change of Ownership occurs after an executive's "Normal Retirement Date" under the SERP, HMA is obligated to immediately pay a single cash sum, Actuarial Equivalent of Participant's Retirement Benefit to the Participant.

55. Schoen's "normal retirement date" under the SERP had passed at the time of the "Change of Ownership" occurred.

56. Pursuant to Section 4.4 (a) of the SERP, upon the January 27, 2014 Change of Ownership, HMA was required to "immediately pay the single cash sum Actuarial Equivalent of the Participant's Retirement Benefit" to Schoen in consideration of his Grandfather Benefits ("SERP Payment"), in accordance with both the terms of his Employment Agreement and the SERP.

57. Under Section 3.13(a) of the Merger Agreement the SERP Agreement falls under the definition of a Material Contract.

58. Under Section 3.13(b) of the Merger Agreement the parties to the merger, including HMA affirmed that all Material Contracts, which includes the SERP, are valid and binding against HMA.

59. When the Fourth Amendment to the SERP became effective on January 1, 2009, the amended SERP plan attached to it an amended Schedule setting forth the retirement benefits for Schoen.

60. The amended Schedule read as follows: "Retirement Benefit Payable for Participant's Life and for the Life of Participant's Spouse if she survives Him" (Provided that

Spouse Will Not Receive More than one hundred twenty (120) payments), the Schedule thereby establishing an amount payable to the beneficiaries of \$83,333.33 per month.

61. In calculating the Actuarial Equivalent of Schoen's benefits under the SERP, HMA was obligated to take into consideration the value of his spouse's ten (10) year survivorship annuity right as set forth in Section 6 of the Employment Agreement, as well as the obligation to pay Schoen for any tax impact of the acceleration as set forth in the SERP Schedule and in Section 6 of the Employment Agreement.

62. HMA has failed and refused to make all of the payments mandated by the SERP, upon information and belief, having made only a partial payment only, which was not accurately calculated but which constituted payment of part of the actuarial equivalent of the amount due Schoen and his spouse as correctly calculated.

63. By reason of the foregoing, HMA has materially breached the terms of the Employment Agreement and the SERP, and Plaintiff demands that HMA immediately comply with such agreement in accordance with the terms thereof and as set forth in this Complaint.

64. Schoen made written demands to Steve Clifton, Senior Vice President and General Counsel of HMA, on January 10, 2014, and to Wayne Smith, Chairman of the Board and Chief Executive Officer of CHS, on January 23, 2014, for compliance with the Employment Agreement and SERP.

65. All conditions precedent to the commencement of this suit have been fulfilled.

WHEREFORE, the Plaintiff prays for judgment against the Defendant, compensatory damages, costs, attorneys' fees, interest and any and all other relief this Court deems just and proper.

COUNT III
DECLARATORY JUDGMENT – EMPLOYMENT AGREEMENT

66. Schoen and HMA entered into an Employment Agreement as outlined in paragraphs 7 to 18 and realleged herein.

67. Pursuant to the terms of Sections 7 and 8 of the Employment Agreement, as amended, HMA is obligated to provide to Schoen and his spouse for life, medical insurance coverage for their lives so long as they do not elect coverage under Medicare and AARP Supplemental Insurance (“Insurance Coverage”).

68. The medical coverage is to be of equivalent benefits to those provided under HMA’s Blue Cross – Blue Shield Executive Plan, which has no deductible requirement and no co pay obligation.

69. To date, Schoen and his spouse have received their contracted Insurance Coverage by HMA; however, HMA has taken the position after its acquisition by CHS that HMA is not bound by the Employment Agreement because Schoen’s Employment Agreement expired on or about January 1, 2004.

70. Moreover, should it be determined that the retirement payment to Schoen’s spouse after his death is a separate contractual right under the Employment Agreement and not the SERP, Schoen is entitled to an determination of its continued validity under his Employment Agreement.

71. HMA’s position regarding the date of termination of the Schoen’s Employment Agreement is made despite Schoen’s continued employment at HMA through August 15, 2013, exemplified by HMA continuing to provide him with each and every benefit enumerated in his Employment Agreement, and the ratification thereof by preparation of an Amendment on February 6, 2007.

72. The allegation whether the termination date presents and there exists a bona fide actual, present practical need for a declaration by the Court of the continuing of the obligations between Defendant and Schoen under the Employment Agreement and Amendment thereto with respect to Schoen's Insurance Coverage under that Agreement.

73. There exists a present and ascertainable controversy regarding the legal obligations set forth in the Employment Agreement and the Amendment thereto, dated February 6, 2007.

74. Schoen has significantly relied upon the terms of the Employment Agreement dated January 2, 2001 which continues in effect and in operation by reasons of actions of the parties and the continued acceptance and implementation of the terms thereof.

75. The declaratory relief sought is not merely for giving legal advice, but is to determine the rights of the parties under a Contract which is the subject of dispute under Counts 1 and 2.

WHEREFORE, Schoen respectfully requests this Court to declare that he and his spouse will continue to be entitled to a Medical Executive Plan for their lives, and that Schoen, and his spouse, are further entitled to an annual payment of \$1,000,000.00 (\$83,333.33 per month) for as long as Schoen shall live, and thereafter if she survives him, then his spouse is entitled to the same annual payment pursuant to either the Employment Agreement or the SERP for ten (10) years, not to receive more than one hundred twenty (120) payments, as the Court shall find, and enter Judgment forcing and compelling the Defendant to fully perform such obligations as are found by this Court under the Employment Agreement or SERP, and for such other damages to which Schoen may be entitled, including for attorneys' fees and costs in this action, and for any other relief this Court deems to be fair and equitable.

GARLICK, HILFIKER & SWIFT, LLP

By: 

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INDEX OF EXHIBITS

<u>Exhibit</u>	<u>DESCRIPTION</u>
A	Employment Agreement for William J. Schoen dated January 2, 2001
B	Responsibilities of Non-Executive Chairman
C	Reaffirmation and Amendment to the Employment Agreement dated February 6, 2007
D	Form 8-K dated August 16, 2013
E	Demand Letter dated January 23, 2014
F	FlexJet and Delta Private Jet Invoices
G	SERP and the First through the Fourth Amended and Restatement of the Health Management Associates, Inc. Supplemental Executive Retirement Plan

EXHIBIT "A"

**EMPLOYMENT AGREEMENT
FOR
WILLIAM J. SCHOEN**

This Agreement is made and effective as of January 2, 2001 ("Effective Date"), between Health Management Associates, Inc., a Delaware corporation ("Company"), and William J. Schoen ("Executive").

1. Employment. The Company hereby agrees to employ the Executive, and the Executive hereby agrees to accept such employment, upon the terms and conditions hereinafter set forth.

2. Term. The term of employment of the Executive under this Agreement ("Employment Term") shall commence as of the Effective Date and, unless sooner terminated pursuant to Paragraph 10 hereof, shall continue until January 1, 2004 ("Expiration Date").

3. Position and Duties. The Executive shall serve as the Chairman of the Company and its Board of Directors. The Executive shall have such duties and responsibilities as are commensurate with his position, including, but not limited to, responsibility for the Company's relations with investment analysts and its principal shareholders and lenders with the intent of transitioning executive officers into that role during the term of the agreement, general oversight of strategic planning and implementation, and supervision of the Health Management Associates Foundation and its activities. The Executive shall perform his duties faithfully, diligently and to the best of his ability, in such manner and at such times and places as the Executive reasonably determines to be necessary or appropriate. The Executive shall devote such business

hours as may be necessary to perform his duties and responsibilities hereunder, but the Company acknowledges that the Executive is not expected to maintain regular office hours during the term of this Agreement. The Executive may perform his duties and responsibilities by telephone consultation as appropriate.

4. Salary and Bonus. During the Employment Term, the Company agrees to pay to the Executive an annual salary of \$300,000. The Executive's salary shall be paid in accordance with the Company's payroll practices for its employees, but not less frequently than monthly. The Executive shall not be eligible for any cash bonus for services rendered during the Employment Term, but shall retain his rights to cash bonuses, if any, for services rendered and stock awards (~~other than the stock option cancelled pursuant to Paragraph 5 hereof~~) granted prior to the Employment Term, including a pro rata bonus in respect of the portion of the Company's fiscal year prior to the commencement of the Employment Term. WJD
HCP

5. Vesting of Outstanding Options and Stock Grants. All outstanding options to acquire shares of common stock of the Company previously granted to the Executive shall immediately vest and become exercisable on the Effective Date. All stock awards made prior to the Effective Date ("Prior Stock Awards") shall continue in effect.

6. SERP. The annual retirement benefit to which the Executive shall be entitled during his life under the Company's Supplemental Executive Retirement Plan shall be increased as of the Effective Date to \$1,000,000. In the event the Executive's spouse survives him, she will continue to be receive the same annual retirement amount for her life (but in no event for more than ten (10) years after the Executive's death).

7. Health Plans. The Executive and his spouse shall be entitled until November 30, 2006 to coverage under the Company's medical plans applicable to the Company's executive officers in accordance with the terms (other than eligibility) of such plans; provided, however, in the event the Executive or his spouse becomes entitled to and is receiving coverage under Medicare, the Company may provide Medicare supplement insurance for the Executive or his spouse, as the case may be, providing equivalent benefits as the Company's medical plans (after taking into consideration what is actually received from Medicare). After November 30, 2006, the Company shall provide the Executive and his spouse for their lives with Medicare supplement insurance from an insurer selected by the Company and having coverage reasonably acceptable to the Executive and his spouse. The best available coverage from the Association of American Retired Persons (AARP) shall be acceptable to the Executive and his spouse.

8. Other Benefit Plans. The Executive shall be entitled during the Employment Term to participate in the Company's health, disability and other employee benefit plans covering the Company's executive officers generally in accordance with the terms of such plans, provided that the Executive's right to participate in those plans shall not affect the Company's right to amend or terminate such plans.

9. Other Compensation. The Company agrees to provide the Executive with the following additional employee benefits:

- a. The Executive shall be entitled to an office and secretarial assistance comparable to that provided on the Effective Date so long as the Executive performs services to the Company in any capacity (including as a member of the Board of Directors).

b. The Company shall provide the Executive with an automobile at its expense and reimburse him for annual club dues and related expenses, in accordance with its policies in effect on the Effective Date so long as the Executive performs services to the Company in any capacity (including as a member of the Board of Directors).

c. Tax and Financial Planning. The Company shall provide the Executive during the Employment Term with the same level of tax advice, income tax preparation and other personal financial planning services as are provided from time to time to the Company's Chief Executive Officer.

d. The Executive shall be entitled to use of the Company's aircraft in connection with the Company's business, including attendance at meetings of the Board of Directors or committees thereof. During the period of the Executive's employment with the Company and for fifteen (15) years thereafter, the Executive shall be entitled to the personal use of the Company's Falcon 50 or equivalent aircraft for 150 hours for each calendar year (and a pro rata amount for any portion of a calendar year during such period), provided the Executive's right to personal use shall terminate upon the Executive's death or his engaging in competitive activity by performing services for any direct competitor of the Company. The Executive's right to personal use of an aircraft shall not terminate by reason of the Executive's alleged competitive activities unless the Board of Directors provides the Executive with written notice describing any competitive activity that it believes violates the Executive's non-compete covenant herein and grants the Executive a reasonable opportunity (not less than

10 days) to cure or cease such activity to the Company's reasonable satisfaction. Any unused hours of personal use for any calendar year shall be carried forward to and added to the Executive's entitlement to hours of personal use for the next calendar year. The Company may satisfy its obligations to the Executive under this Paragraph after his termination of employment through a fractional ownership arrangement reasonably satisfactory to the Executive. The Executive acknowledges and agrees that NetJet's current fractional ownership program with respect to a Falcon 50 or better aircraft is reasonably satisfactory. Instead of accepting a fractional ownership arrangement, the Executive shall have the right to purchase the Company's Falcon 50 (or its equivalent replacement, as accepted by the Executive) at its then market value. At the Executive's option, either (i) the purchase price of the aircraft shall be reduced (but not below zero) by the present value of the Executive's right to 15 years' personal use, including any carryover of unused hours accumulated during his employment, or (ii) the Company shall pay to the Executive an annual operating benefit equal to the cost that the Company would have expended from time to time to carry on the fractional ownership program for 15 years. The present value of the Executive's entitlement to personal use of the aircraft shall be calculated by using the applicable federal rate for federal income tax purposes and by assuming the Executive does not engage in competitive activity and fully utilizes all hours of personal use.

10. Termination. Notwithstanding anything to the contrary included in this Agreement, the Company shall at all times have the right to terminate the

employment of the Executive by written notice to the Executive, and the Executive shall have the right to retire at any time by written notice to the Board of Directors. The Executive's employment with the Company shall automatically terminate upon his death or disability. For purposes hereof, "disability" means the Executive's inability to perform the services required of him under this Agreement for a continuous period of six (6) months, or for such shorter periods aggregating six (6) months or more during the Employment Term because of physical or mental condition.

11. Payments Upon Termination.

a. Retirement. In the event of the Executive's retirement with the approval of the Board of Directors (which shall not be unreasonably withheld or delayed), this Agreement shall continue in effect and the Executive shall be entitled to his accrued and unpaid salary through his retirement date (but not for any period thereafter) and (ii) all Prior Stock Awards shall vest in accordance with their terms.

b. Death or Disability. In the event the Executive's employment terminates by reason of his death or his disability (as determined pursuant to Paragraph 9 above), this Agreement shall continue in effect and the Executive shall be entitled to receive from the Company his accrued and unpaid salary up to the date of his termination (but not for any period thereafter) and all Prior Stock Awards shall fully vest. If there should be any dispute between the parties as to the Executive's physical or mental incapacity or condition pursuant to the provisions hereof, such question shall be settled by the opinion of an impartial, reputable physician agreed upon for this purpose by the parties or their

representatives, or failing agreement within ten (10) days of a written request therefor by either party to the other, then a physician designated by the then president of the Mayo Clinic, Rochester, Minnesota. The certificate of such physician as to the matter in dispute shall be final and binding upon both parties.

c. Upon Termination Without Cause or After a Change in Control. In the event the Executive's employment is terminated by the Company without Cause (other than as a result of the Executive's death or disability) or by the Executive's resignation within ninety (90) days following a Change in Control, the Company shall pay to the Executive his accrued and unpaid salary through his termination date (but not for any period thereafter), and a lump sum amount equal to the gross income paid to the Executive by the Company, as shown on his form W-2 from the Company, for each of the three completed calendar years immediately preceding the date of such termination. In addition, the Executive shall be fully vested in all Prior Stock Awards. The Board of Directors may, at any time, request the Executive to retire, and any such retirement shall be treated as a termination without Cause for purposes of this Paragraph.

"Change in Control" means the direct or indirect acquisition, whether by purchase, merger, reorganization or otherwise, in one transaction or a series of transactions, of twenty percent (20%) or more of the outstanding voting securities of the Company or of its successor, by one acquirer or affiliated group of acquirers which, at the time of such acquisition, is not affiliated with any person or entity that was a stockholder of the Company on September 2, 1988.

d. Upon Termination for Cause. In the event the Executive's employment is terminated for Cause, this Agreement shall continue in effect and the Company shall pay to the Executive his accrued and unpaid salary up to the date of his termination (but not for any period thereafter) and the unvested portion of all Prior Stock Awards shall be forfeited. For purposes of this Agreement, "Cause" means any willful act or failure to act on the part of the Executive which constitutes:

- (1) the violation of any material provision of this Agreement;
- (2) fraud, embezzlement, theft or dishonesty against the Company or the Board of Directors; or
- (3) a felony involving moral turpitude or a felony or misdemeanor against the Company and its subsidiaries for which the Executive is convicted or pleads guilty or nolo contendere.

e. Parachute Tax Gross-Up. In the event that the payments or benefits provided for under this Agreement or otherwise payable to the Executive pursuant to this Agreement (either before or after the date of this Agreement) constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code") (or comparable provisions of applicable state laws) and will be subject to the excise tax imposed by Section 4999 of the Code (or comparable provisions of applicable state laws), then the Company shall pay to the Executive or to relevant tax authorities (i) an amount sufficient to satisfy such excise tax, and (ii) an additional amount sufficient to pay the excise tax and all taxes (including, but not limited to, federal and state income and employment taxes) arising from the payments made by the Company to the Executive or to relevant tax authorities pursuant to this sentence

(collectively, the "Gross-Up Payments"). All determinations of the Executive's excise tax liability shall be made in writing by the Company's independent accountants (the "Accountants"). For purposes of making the calculations required by this Section, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code (or comparable provisions of applicable state laws). The Company and the Executive shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section. The Company shall bear all fees and costs the Accountants may reasonably charge or incur in connection with any calculations contemplated by this Section. The Company further agrees that, if at any time any tax authority determines that a greater excise tax liability is due than the amount which is determined by the Accountants, the Executive shall receive a further payment from the Company, or the Company shall pay to the relevant tax authorities, an additional amount sufficient to pay such additional excise tax liability and all taxes, interests and penalties (including, but not limited to, federal and state income and employment taxes) arising from such further payment. The Executive further agrees that if at any time it is determined, by IRS ruling or otherwise, that, with regard to tax liabilities described in this paragraph, less or no tax is due, then the Executive agrees to cooperate fully with the Company and the Accountants to apply for a refund or to claim a credit against his other tax liability for any such taxes which were previously paid and to promptly pay to the Company any such

refunds which he receives or any such credits which he actually utilizes to reduce his other tax liabilities (net of any additional taxes which are payable by him on account of receipt of such refund or claim of such credit); and to repay to the Company any Gross-Up Payments which he received to cover any such taxes which have not yet been paid (net of any adverse tax effect upon the Executive on account of receipt of the Gross-Up Payments in one calendar year and refund of such amounts in a subsequent calendar year); provided that the Company shall hold the Executive harmless, on an after-tax basis, against all costs and expenses incurred in obtaining such refund or in confirming the right to claim such credit.

12. Withholding. The Company shall be entitled to withhold from any and all payments made to the Executive hereunder all federal, state, local or other taxes or imposts which the Company determines are required to be so withheld from such payments or by reason of any other payments made to or on behalf of the Executive or for his benefit hereunder.

13. Subsidiaries of the Company. All references to the Company shall include subsidiaries of the Company of which a majority of the outstanding voting shares are owned by the Company.

14. Non-Competition. The Executive hereby agrees that during the term of this Agreement, he will not, for himself or on behalf of any other person, firm, partnership, corporation or company, engage in any business or activity in competition with the additional activities of the Company and its managers, subsidiaries and affiliates.

15. Notices. All notices hereunder shall be in writing and shall be deemed duly given or made when delivered personally or sent by registered or certified

mail, return receipt requested, to each of the parties hereto at the respective addresses set forth above, or to such other address as either party may hereinafter designate in writing as his or its address for this purpose in the manner herein provided for giving notice.

16. Complete Understanding. This Agreement (including the benefit arrangements referred to herein) constitutes the complete understanding between the parties hereto with respect to the subject matter herein, and supersedes all prior agreements, discussions, commitments or understandings with respect to the subject matter herein. This Agreement may not be altered, modified, amended or rescinded, except in a writing signed by the parties hereto.

17. Governing Law. This Agreement, and the interpretation thereof, shall be governed by the laws of the State of Florida and shall be deemed to have been made in the State of Florida.

18. Assignability. The Executive may not assign, transfer, pledge, encumber or hypothecate this Agreement, or any of his rights hereunder, or any part thereof (whether by operation of law or otherwise); and this Agreement shall not be subject to executive, attachment or similar proceeding. Any attempted assignment, transfer, pledge, encumbrance, hypothecation or other disposition of this Agreement, contrary to the provisions hereof, and the levy of any attachment or similar proceeding upon this Agreement, or the Executive's rights hereunder, shall be null and void and without effect, but the benefits and obligations of the Executive hereunder shall inure to the benefit of and shall be binding upon his heirs, executors, administrator and legal representatives. This Agreement shall inure to the benefit of and shall be binding upon the Company and its successors.

Neither the Executive (including his heirs, executors, administrators and legal representatives) nor any beneficiary designated by him shall have any rights, other than the rights of an unsecured creditor, against the Company in respect of any sums payable to the Executive by the Company pursuant to this Agreement.

**HEALTH MANAGEMENT
ASSOCIATES, INC.**

BY: 
Name: Timothy R. Parry
Title: Vice-President


WILLIAM J. SCHOEN

UNANIMOUS WRITTEN CONSENT OF DIRECTORS
OF
HEALTH MANAGEMENT ASSOCIATES, INC.

THE UNDERSIGNED, being all of the members of the Board of Directors of Health Management Associates, Inc. ("Corporation"), hereby agree that upon the execution and delivery of this Consent or an exact counterpart hereof by all such directors the resolutions described below shall have the same force and effect as if they were adopted at a duly called and noticed meeting of the Board of Directors of the Corporation.

RESOLVED, that the Board of Directors of the Corporation hereby approves the terms of an employment agreement between William J. Schoen and the Corporation in substantially the form attached hereto (a copy of which is attached hereto), with such changes thereto as Robert Knox may deem advisable or desirable.

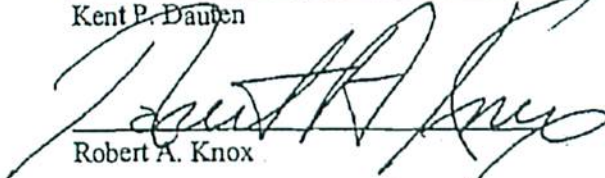
FURTHER RESOLVED, that Timothy R. Parry be and hereby is authorized, empowered and directed to execute and deliver in the name and on behalf of the Corporation an employment agreement with William Schoen in substantially in the form attached hereto.

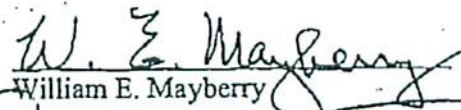
FURTHER RESOLVED, that Timothy R. Parry be and hereby is authorized, empowered and directed to take any and all actions, necessary or appropriate, to effect the purposes of the foregoing resolutions.


Dated: December 29, 2000.


Kent P. Dauten


Kenneth D. Lewis


Robert A. Knox


William E. Mayberry


Charles R. Lees


Randolph W. Westerfield

EXHIBIT "B"

Responsibilities of Non-Executive Chairman

The responsibilities of the Non-Executive Chairman ("Chairman") of the Board of HMA will include:

I. Corporate Business Plans and Budgets

- The Chairman will periodically review the company's business plans and budgets including the current year's budget, any forecasted budgets and supporting plans or schedules (e.g. capital expenditures).

II. Corporate Business Strategy

- The Chairman will periodically review the company's business strategies including its internal growth objectives and strategies and its growth by acquisition strategies.

III. Corporate Financial Status and Financial Strategy

- The Chairman will periodically review the company's income statements, balance sheets and other financial information.
- The Chairman will periodically review the company's commercial and investment banking relationships and will be consulted with respect to any contemplated capital markets' transactions of a debt or equity nature and similarly will be consulted with respect to any other transactions that would affect the company's financial position (e.g. stock repurchases).

IV. Relationships with Corporate Stakeholders

- The Chairman will periodically review the company's contacts and relationships with important constituencies including commercial and investment bankers, financial analysts, major shareholders, government agencies, industry organizations and the media.
- The Chairman will have a role in maintaining these relationships as agreed to by the CEO.

V. Chairman's Interaction with Company Management

- The CEO shall provide the Chairman with all data necessary to carry out his responsibilities and will meet with the Chairman as required in order to keep the Chairman fully apprised of all matters within the scope of his responsibilities.
- All officers or employees needed to address any matters within the scope of the Chairman's responsibilities will be made available to the Chairman and the CEO will make other resources of the company available to the Chairman as reasonably requested.

VI. Chairman's Reporting Duties to the Board of Directors

- In consultation with the CEO, the Chairman will set the agenda for Corporate Board meetings and will act as Chairman of such meetings.
- The Chairman will report on his activities and responsibilities to the full Board at each scheduled Board Meeting.
- The Executive Committee may request the Chairman to report more frequently to the full Board or any Committee thereof or request the Chairman to undertake additional responsibilities and assignments on behalf of the Board.

VII. Chairman's Length of Service and Compensation

- The Chairman will serve a one year term and his responsibilities will be reviewed annually by the Executive Committee and reported to the full Board.
- The Chairman's annual cash compensation will be the same as previously earned as Executive Chairman. In addition, the Compensation Committee in its full discretion may recommend equity awards for the Chairman.

EXHIBIT "C"

January 10, 2007

Timothy R. Parry
Senior Vice President and General Counsel
Health Management Associates, Inc.
5811 Pelican Bay Boulevard
Naples, Florida 34108

Re: **William J. Schoen Employment Agreement dated January 2, 2001**

Dear Tim:

This letter will serve to confirm a modification of certain health benefits for Bill Schoen and his spouse approved by the Compensation Committee at its December 6, 2006 meeting. In view of the significant health services now being provided in Collier County by the Company the Committee agreed to continue Mr. Schoen and his spouse's participation under the Company's medical plans available to executive officers for his and her life. Please prepare the necessary contract amendment and/or other documentation to effectuate this change.

Thank you.

Sincerely,



Robert A. Knox
Chairman, HMA Compensation Committee

RAK/kab
Enclosures

First Amendment to Employment Agreement between Health Management Associates, Inc. and William J. Schoen

This Amendment ("Amendment") is made and entered into on this 6th day of February 2007 by and between Health Management Associates, Inc. ("Company") and William J. Schoen ("Executive").

Whereas the Company and Executive entered into a certain Employment Agreement ("Agreement") dated January 2, 2001; and

Whereas the Company and Executive desire to amend the Agreement in order to effect a change with respect to certain health benefits.

Now therefore, Company and Executive agree as follows:

1. Paragraph 7 entitled "Health Plan" is hereby restated and amended as follows and shall replace the original paragraph 7 and be deemed effective as of November 30, 2006;

The Executive and his spouse for their lives shall be entitled to coverage under the Company's medical plans applicable to the Company's executive officer's in accordance with the terms (other than eligibility) of such plans; provided however, in the event the Executive or his spouse elects to receive coverage under Medicare, the Company may provide Medicare supplement insurance for the Executive or his spouse, as the case may be, providing equivalent benefits as the Company's medical plans for executive officers (after taking into consideration what is actually received from Medicare).

2. No other term, condition or requirements of the Agreement is hereby amended or modified.

This Amendment has been executed by the parties on this 6th day of February, 2007.

Company

By Tracy R. Pay
Name

Its Senior Vice President
Title

Executive

William J. Schoen
William J. Schoen

EXHIBIT "D"

6/19/2014

Form 8-K

8-K 1 d585803d8k.htm FORM 8-K

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d)
of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 12, 2013

Health Management Associates, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other Jurisdiction
of Incorporation)

001-11141
(Commission
File Number)

61-0963645
(IRS Employer
Identification Number)

5811 Pelican Bay Boulevard, Suite 500,
Naples, Florida
(Address of principal executive offices)

34108-2710
(Zip Code)

Registrant's telephone number, including area code: (239) 598-3131

N/A

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

6/19/2014

Form 8-K

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangement of Certain Officers.

(b) and (d)

On August 12, 2013, Glenview Capital Management, L.P. ("Glenview") delivered written consents from stockholders holding a majority of the outstanding shares of the Health Management Associates, Inc. (the "Company"), voting to enact all of the proposals set forth in Glenview's consent solicitation filed with the Securities and Exchange Commission (the "SEC") on July 16, 2013 (the "Glenview Consent Solicitation"). On August 16, 2013, an independent inspector of election certified the voting results.

The following members of the Board of Directors have been removed: William J. Schoen; Kent P. Dauten; Pascal J. Goldschmidt, M.D.; Donald E. Kiernan; Robert A. Knox; Vicki A. O'Meara; William C. Steere, Jr.; and Randolph W. Westerfield, Ph.D. As previously disclosed, Gary D. Newsome retired as a director effective July 31, 2013.

The following eight directors have been elected to the Board of Directors to fill the resulting vacancies on the Board of Directors: Mary Taylor Behrens; Steven Epstein; Kirk Gorman; Stephen Guillard; John McCarty; JoAnn Reed; Steven Shulman (Chair); and Peter Urbanowicz (the "New Directors"). Biographical information for the New Directors provided in the Glenview Consent Solicitation is included on Exhibit 99.1 hereto and incorporated herein by reference. The Company expects the Board committees to be as follows: Audit Committee: John McCarty (Chair), Kirk Gorman and Stephen Guillard; Compensation Committee: Mary Taylor Behrens (Chair), Steven Epstein, Kirk Gorman and JoAnn Reed; Governance Committee: JoAnn Reed (Chair), Mary Taylor Behrens, and Peter Urbanowicz; and Compliance and Quality Committee: Steven Epstein (Chair), Stephen Guillard, John McCarty and Peter Urbanowicz. None of the New Directors have reportable transactions under Item 404(a) of Regulation S-K.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

The Company's stockholders also consented to amend the Company's By-laws, as amended and restated, (the "Bylaws") as set forth below:

- Section 6 of Article II of the Bylaws was amended to provide that the advance notice and information requirements associated with nominations of directors to the Board do not apply to the election of directors through action by written consent or at a special meeting.
- Section 2 of Article III of the Bylaws was amended to provide that any vacancies on the Board may be filled by the stockholders and those vacancies resulting from a removal of directors by the stockholders shall be filled only by the stockholders.

The above summary of the amendment to the Bylaws is qualified in its entirety by reference to the Bylaws, as amended and restated, effective August 12, 2013, a copy of which is attached hereto as Exhibit 3.1 and incorporated by reference herein.

Item 5.07 Submission of Matters to a Vote of Security Holders.

On August 12, 2013, Glenview delivered to the Company the requisite written consents from stockholders holding a majority of the outstanding shares of the Company voting to effect the proposals identified below. As a result, each of the following proposals was approved. Brokers did not have discretionary authority on any of the proposals and, as a result, there could be no broker non-votes.

Proposal 1: Repeal any amendment or modification by the Board of the Bylaws made after December 7, 2010 and on or prior to the effectiveness of the Glenview Consent Solicitation.

<u>Consent</u>	<u>Withhold Consent</u>	<u>Abstain</u>
158,182,680	125,947	8,927

The Company did not make any amendment to the Bylaws after December 7, 2010, and therefore, no provision was repealed.

6/19/2014

Form 8-K

Proposal 2: Amend Section 6 of Article II of the Bylaws to provide that the advance notice and information requirements associated with nominations of directors to the Board only apply to nominations of directors for election at an annual meeting, and, as such, not in connection with the election of directors through action by written consent or at a special meeting.

<u>Consent</u>	<u>Withhold Consent</u>	<u>Abstain</u>
158,181,373	127,255	8,926

Proposal 3: Amend Section 2 of Article III of the Bylaws to provide that any vacancies on the Board may be filled by the stockholders and those vacancies resulting from a removal of directors by the stockholders shall be filled only by the stockholders.

<u>Consent</u>	<u>Withhold Consent</u>	<u>Abstain</u>
158,180,492	127,836	9,226

Proposal 4: Remove all members of the Board.

	<u>Consent</u>	<u>Withhold Consent</u>	<u>Abstain</u>
William J. Schoen	158,208,552	102,086	6,915
Gary D. Newsome	158,231,594	80,849	5,110
Kent P. Dauten	158,229,204	82,871	5,479
Pascal J. Goldschmidt, M.D.	158,207,804	104,626	5,124
Donald E. Kiernan	158,231,280	80,485	5,789
Robert A. Knox	158,231,225	80,554	5,775
Vicki A. O'Meara	158,229,814	81,965	5,775
William C. Steere, Jr.	158,210,149	101,926	5,479
Randolph W. Westerfield, Ph.D.	158,210,817	101,927	4,810

Proposal 5: Elect the following nominees as directors to fill the resulting vacancies on the Board.

	<u>Consent</u>	<u>Withhold Consent</u>
Mary Taylor Behrens	158,164,606	152,948
Steven Epstein	158,162,656	154,898
Kirk Gorman	158,181,355	136,199
Stephen Guillard	158,181,910	135,644
John McCarty	158,161,964	155,589
JoAnn Reed	158,162,669	154,884
Steven Shulman	158,184,499	133,054
Peter Urbanowicz	158,184,200	133,354

6/19/2014

Form 8-K

Proposal 6: Set the size of the Board to the number of directors on the Board following the action pursuant to the Glenview Consent Solicitation on Proposals 4 and 5 to eliminate any vacancies.

Consent
157,987,572

Does Not Consent
323,273

Abstain
6,709

The size of the Board is currently eight directors.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

The Exhibits included as part of this Current Report are listed in the attached Exhibit Index.

6/16/2014

Form 8-K

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Health Management Associates, Inc.

By: /s/ Steven E. Clifton

Name: Steven E. Clifton

Title: Senior Vice President and General Counsel

Date: August 16, 2013

6/19/2014

Form 8-K

Exhibit Index

Exhibit Number

- 3.1 Health Management Associates, Inc. Bylaws, dated August 12, 2013
- 99.1 Biographical Information for New Directors
- 99.2 Press Release dated August 16, 2013

EXHIBIT "E"

WILLIAM J. SCHOEN
801 NELSON'S WALK
NAPLES, FLORIDA 34102

January 23, 2014

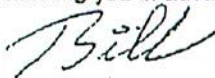
Wayne Smith
Chairman of the Board & Chief Executive Officer
Community Health Systems
4000 Meridian Boulevard
Franklin, TN 37067

Dear Wayne,

This letter pertains to our telephone conversation last week. Based on my tax accountant's examination of the years 2010, 2011 & 2012, Health Management Associates has owed me \$3,239,261 since August 15, 2013. On January 10, 2014, I sent HMA's general counsel, Steve Clifton, a demand letter. However, this amount has not yet been paid. The amount due pertains to my being replaced as Chairman without cause on August 15, 2013. My contract with HMA, dated January 2001, states that if I am replaced without cause, HMA is required to pay me a lump sum amount equal to the gross income paid as shown on my W-2 for the preceding three calendar years, which in this case are 2010, 2011 & 2012. HMA has an original copy of this contract, as do I. I trust that HMA shared this contract with Community's due diligence team. The specific details of this provision can be found in Article 11-(c) of the contract.

Wayne, I feel obligated to write to you regarding the terms of this contract. During our recent discussion, I also mentioned to you that the contract has a "gross up" provision involving an additional payment of approximately 80% in taxes. Due to my interest in minimizing the additional taxes that HMA is responsible for, you and I should enter into a dialogue regarding this as soon as possible. Please let me know how you want to proceed with our discussion.

Thanking you in advance and with warm personal regards,



William J. Schoen

Attachment

EXHIBIT "F"

\$27,872.08



CUSTOMER NAME: WILLIAM SCHOEN
CUSTOMER ID: D-SCHOEN
CONTRACT NUMBER: 1785D
BILLING PERIOD: March 30, 2014 thru April 29, 2014

CUSTOMER ACCOUNT MANAGER: Erica Walker
PHONE: 877-851-3754 | EMAIL: ewe@flexjet.com

INVOICE NUMBER: 128747
INVOICE DATE: 05/06/2014

AIRCRAFT TYPE: Challenger 300
TAIL NUMBER: QQQQ
SHARE SIZE: 0.00 %
HOURLY RATE:

SUMMARY OF CHARGES

Balance Forward	\$0.00
Total Payments	\$27,872.08
Total Balance Forward	\$(27,872.08)
Current Period Charges	
Current Period Trip Charges	\$27,872.08
Current Period Non-Trip Charges	\$0.00
Total Current Period	\$27,872.08
Prior Period Adjustments	\$0.00
Finance Charges	\$0.00

TOTAL AMOUNT DUE

\$0.00

One or more flights billed on this invoice were operated under FAR Part 135 by Jet Solutions LLC or a substitute air carrier and are being billed on their behalf.

Note new payment information below

Remit via check overnight. Remit via wire.

Flexjet LLC
1204 Box 577207
Dallas, TX 75267-2707
Phone: (972) 720-2800

Flexjet LLC
The Private Bank
ABN Registration Number 0713065485
Account Number 23062011
Beneficiary: Flexjet LLC
1204 Box 577207
Dallas, TX 75267-2707
Phone: (972) 720-2800

For further information visit <http://owners.flexjet.com>



CUSTOMER ACCOUNT MANAGER: Estelita Walker
 PHONE: 877-861-3794 | EMAIL: est@flexjet.com

CUSTOMER NAME: WILLIAM SCHOEN

Invoice Page: 2

Invoice Number: 126747

Detail A - Payments

AMEX 2-CR 4/30/14 \$ 15,000.00
 AMEX-CR 4/30/14 \$ 12,672.03

Total Payments \$ 27,672.08

Detail B - Current Period Trip Charges

Trip #D2014040059

Date	Depart/Arrive	Lead Passenger	Item	Request	Flown	Notes*	Billed Hours	Rate	Sub Total	Flight Total
4/4/14	KBUR Burbank, CA to KAPF Naples, FL	William Schoen	Flight	300	300 (N529FX)	135	4.2	\$ 6,105.00	\$ 25,641.00	
			FET Tax 7.5% + Segment Fee					\$ 1,931.08	\$ 27,572.08	
			CA Property Tax - Take-off					\$ 300.00	\$ 27,872.08	
Trip #D2014040059 Total									\$ 27,872.08	

135 flights were operated under FAR Part 135 by Jet Solutions LLC or a substitute air carrier and are being billed on their behalf.

***Notes**

SL Short Leg Walkers
 UD Upgrade/Downgrade Adjustment
 MU Multi-Use

ASL Anytime Options Short Leg Walkers
 AID Anytime Options Upgrade/Downgrade
 AVU Anytime Options Multi-Use

VP Versatility Plus
 LSG Low Season Guarantee
 135 Flight operated under FAR Part 135

PRS Personal Trip
 P23-19 (also Applied Actual Ratio Used)
 PAR Patchwork Program

135: Flight operated under FAR Part 135

Current Period Trip Total

\$ 27,872.08

Detail C - Current Period Non-Trip Charges

\$ 0.00

Detail D - Prior Period Adjustment Detail

\$ 0.00

Detail E - Finance Charge Detail

\$ 0.00

Finance Charge Total

Fuel Adjustment Detail

The current price reflects a change in the average fuel price from \$4.52/gallon to \$4.557/gallon above the Base Fuel Price (net of taxes). Accordingly, we are implementing the following Fuel Component Adjustments to reflect the higher fuel prices effective March 30, 2014:

Aircraft Type	Previous	Adjustment	Current
Learjet 40	\$ 1,639	\$ 11	\$ 1,650
Learjet 45	\$ 1,657	\$ 11	\$ 1,668
Learjet 60	\$ 1,748	\$ 11	\$ 1,759
Challenger 300	\$ 2,305	\$ 15	\$ 2,320
Challenger 604/605	\$ 2,495	\$ 16	\$ 2,511

We will continue to monitor fuel prices on a monthly basis and adjust the fuel component as necessary.

For further information visit <http://owners.flexjet.com>

Jodi

Delta Private Jets, Inc.
 82 Comair Blvd.
 Erlanger, KY 41018
 Phone: 800-927-0927
 Fax: 859-334-6644



Invoice: 438350

5/11/2014
 11:31AM

Sold To: William Schoen

Line#	Typo	Item/Description	Cr?	Aircraft	Quantity	Units	Unit Price	Extended
1	Chrt	Charter Customer Reference #: 438350 Trip Date: 6/09/2014 Aircraft Charges : 13,597.21 FET : 1,019.79 Segment Taxes : 8.00 APF-CHS Lead Pax: Schoen, William Spill/Tails		N998CX	1.0	Trp	14,625.00	14,625.00
2	Chrt	Charter Customer Reference #: 438350 Trip Date: 5/11/2014 Aircraft Charges : 13,597.21 FET : 1,019.79 Segment Taxes : 8.00 CHS-APF Lead Pax: Schoen, William Spill/Tails		N998CX	1.0	Trp	14,625.00	14,625.00
Taxes Included In total:							Subtotal	29,250.00
Charter Taxes/Fees: 2,055.58							Total Due	20,250.00
							Amount Paid-Off	29,260.00
							Balance Remaining	0.00
Thank you for flying with Delta Private Jets!								
Please remit payments to: Delta Private Jets, Inc. 82 Comair Blvd. Erlanger, KY 41018 Wire/ACH Instructions ABA: 043000096 PNC Bank, N.A., Cincinnati, OH Acct Number: 101928-5776 Swift: PNCUS33 **Please note the new Remit To address.								
<i>Credit Card has been charged</i>								

EXHIBIT "G"

HEALTH MANAGEMENT ASSOCIATES, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

ARTICLE I

Establishment

Section 1.1. Establishment and Purpose. Health Management Associates, Inc. hereby establishes the Health Management Associates, Inc. Supplemental Executive Retirement Plan (the "Plan"). The purpose of the Plan is to provide retirement and survivor benefits for key executive employees and their beneficiaries.

ARTICLE II

Definitions

As used in this Plan, the following terms shall have the following meanings:

*Cherry Hill
H. Management*

Section 2.1. "Actuarial Equivalent" means a benefit having the same value as the benefit which such Actuarial Equivalent replaces. The determination of any Actuarial Equivalent shall be based on an annual interest rate assumption of eight percent (8%).

Section 2.2. "Beneficiary" means the person or persons designated pursuant to Section 4.7 by a Participant to receive the benefits under this Plan if the Participant does not live to receive his Retirement Benefit through the Term Certain Period. If such designation is not made, "Beneficiary" means the

Participant's surviving spouse or, if no spouse survives the Participant, the Participant's legal representative.

Section 2.3. "Board" means the Board of Directors of Health Management Associates, Inc. or a committee of the Board of Directors appointed to administer the Plan.

Section 2.4. "Change of Ownership" means (a) the acquisition after the Effective Date, whether directly, indirectly, beneficially (within the meaning of Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the "1934 Act")), or of record, of securities of the Company or its parent corporation, HMA Holding Corp., by any "person" (within the meaning of Sections 13(d) and 14(d)(2) of the 1934 Act), including any corporation or group of associated persons acting in concert which, after such acquisition will result in such person having control of the Company or HMA Holding Corp., or (b) a change in the ownership of a substantial portion of the assets of the Company or HMA Holding Corp. within the meaning of Section 200G of the Internal Revenue Code of 1986, as amended. Notwithstanding the immediately preceding sentence, a Change of Ownership shall not be deemed to have occurred if such acquisition is by (i) the Company; and/or (ii) any employee pension benefit plan (within the meaning of Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended) of the Company, including a trust established pursuant to any such plan; and/or (iii) any person who is a stockholder of HMA Holding

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Corp. on the Effective Date, or any person who is the spouse of such stockholder; or any person who, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control of such stockholder. For purposes of this Section "control" means the ownership of more than fifty percent (50%) of the voting authority with respect to the Company, HMA Holding Corp. or any such person within the context of clause (b)(iii) of this Section, as the case may be.

Section 2.5. "Company" means Health Management Associates, Inc., a Delaware corporation.

Section 2.6. "Competitive Activities" means (a) engaging, directly or indirectly, whether as an employee, independent contractor, consultant, or otherwise, in a business similar to the business of the Company, and/or (b) owning, managing, operating, controlling, being employed by or having a financial interest in, or being connected in any manner with, the ownership, management, operation, or conduct of any such similar business, provided that more ownership (directly, indirectly or beneficially) of the stock of a publicly traded corporation representing less than five percent (5%) of such corporation's outstanding stock shall not be considered a Competitive Activity.

Section 2.7. "Effective Date" means the original effective date of this Plan, which is May 1, 1990.

Section 2.8. "Executive" means any key executive employee of the Company.

Section 2.9. "Full-Time Employment" means employment as a full-time salaried employee of the Company.

Section 2.10. "Involuntary Termination of Employment" means the termination of a Participant's Full-Time Employment on or after a Change of Ownership either (a) by the Company for reason other than Termination for Cause, or (b) by resignation of a Participant for Stated Good Reason.

Section 2.11. "Named Fiduciary" means the Secretary of the Company.

Section 2.12. "Normal Retirement Date" means the later of (a) the date a Participant attains age 62, or (b) the fifth anniversary of the date as of which the Participant commences participation in the Plan.

Section 2.13. "Participant" means an Executive designated as eligible to participate in this Plan by the Board.

Section 2.14. "Plan" means the Health Management Associates, Inc. Supplemental Executive Retirement Plan, as amended from time to time.

Section 2.15. "Stated Good Reason" means a written determination by a Participant after a Change in Ownership that

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he cannot continue to fulfill the responsibilities for which he was employed by the Company and after, without the Participant's express written consent, the Company (a) reduces the Participant's base salary or rate of compensation as in effect immediately prior to the Change of Ownership, or as the same may have been increased thereafter, (b) fails to continue any bonus plans in which the Participant was entitled to participate immediately prior to the Change of Ownership, substantially in the form then in effect, (c) fails to continue in effect any benefit or compensation plan in which the Participant is participating immediately prior to the Change of Ownership (or plans providing substantially similar benefits), (d) assigns to the Participant any duties inconsistent with the Participant's duties, responsibilities or status immediately prior to the Change of Ownership, or changes the Participant's reporting responsibilities, titles or offices, or (e) requires the Participant to change the location of his job or office, so that the Participant will be based at a location more than fifty (50) miles distant by public highway from the location of his job or office immediately prior to the Change of Ownership.

Section 2.15. "Retirement Benefit" means the monthly retirement benefit payable under this Plan to a Participant on or after his Normal Retirement Date and through his Term Certain Period, designated by resolution of the Board when he first becomes a Participant and as it may be increased by subsequent

resolution of the Board. Each Participant's Retirement Benefit shall be shown on a separate Schedule attached hereto.

Section 2.17. "Term Certain Period" means the 120 consecutive month period beginning on the date a Participant's first monthly Retirement Benefit payment is due.

Section 2.18. "Termination for Cause" means the termination of a Participant's employment by the Company as a direct result of an act or acts of dishonesty constituting a violation of any federal or state law and resulting or intended to result directly or indirectly in gain or personal enrichment at the expense of the Company. An act or acts of dishonesty constituting such violation shall be established either by (a) the specific admission of the Participant, or (b) a final nonappealable judgment of a court of competent jurisdiction.

ARTICLE III

Participation

Section 3.1. Participation. The Board shall have the sole discretion, from time to time, to designate the Executives who may participate in this Plan and the effective date of each such Executive's participation. Such designation shall be made by resolution of the Board.

ARTICLE IV

Benefits and Distributions

Section 4.1. Retirement Benefit. IF a Participant's Full-Time Employment does not terminate until on or after his Normal Retirement Date, the Participant shall be entitled to receive his Retirement Benefit. The Participant's first monthly Retirement Benefit payment shall be due and payable on the first day of the month immediately following the date his Full-Time Employment terminates. A Participant's Retirement Benefit shall not be increased, other than by resolution of the Board, for any delay between his Normal Retirement Date and his actual termination of Full-Time Employment. No Retirement Benefit shall be payable after the end of the Term Certain Period.

Section 4.2. Death Benefits. If a Participant's Full-Time Employment terminates after his Normal Retirement Date because of death, or if a Participant dies after benefits become payable under Section 4.1 but before the end of the Term Certain Period, the Participant's Beneficiary shall be entitled to receive the remaining monthly Retirement Benefit payments through the end of the Term Certain Period.

Section 4.3. Termination of Employment Prior to Normal Retirement Date. Except as provided in Section 4.4 below, if a Participant's employment is terminated prior to his Normal Retirement Date, either by the Company or by the Participant, no

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benefits shall be paid under any provision of this Plan, unless the Board, in its sole discretion, shall provide that benefits will be paid regardless of such termination.



Section 4.4. Change of Ownership. Notwithstanding Section 4.1, immediately upon the Board gaining knowledge that a Change of Ownership has occurred or is likely to occur during any Participant's Term Certain, the single sum Actuarial Equivalent of benefits payable under the Plan to such Participant or his Beneficiary shall be computed and paid in a single cash sum. In addition, notwithstanding Section 4.3, in the event of the Involuntary Termination of Employment of any Participant within two (2) years after a Change of Ownership, the single sum Actuarial Equivalent of such Participant's Retirement Benefit shall be computed and paid in a single cash sum on the first day of the second month immediately following the date his Full-Time Employment terminates. Upon full payment pursuant to this Section, no further benefits shall be payable under the Plan to such Participant or his Beneficiary.

Section 4.5. Single Sum Payment. If at any time the single sum Actuarial Equivalent of benefits payable under the Plan to any Participant or Beneficiary is less than \$50,000, then, in the sole discretion of the Board, such remaining benefits may be computed and paid in a single cash sum.

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Section 4.6. Prohibition of Competitive Activities.

If, without the prior written consent of the Board, an Executive engages in any Competitive Activities, either during the period of the Executive's employment by the Company or during his Term Certain Period, any Retirement Benefit payments due such Executive shall cease and no further Retirement Benefits shall be payable to such Executive or his Beneficiary under any provision of this Plan.

Section 4.7. Designation of Beneficiary. A Participant

may designate a Beneficiary or beneficiaries, primary and contingent, to receive any death benefit payable under this Plan if the Participant does not live to receive benefits through the Term Certain Period. Such designation shall be in writing, signed by the Participant, and shall not be effective unless and until received by the Secretary of the Company prior to the Participant's death. The Participant shall have the right to change such designation, without the consent of any prior beneficiary, by filing a new designation. Any such change shall not be effective unless and until received by the Secretary of the Company prior to the Participant's death and shall be deemed to revoke all prior designations. If a Beneficiary survives the Participant but does not live to receive all death benefits payable to him through the Term Certain Period, such remaining benefits shall be paid to such Beneficiary's legal representative.

Section 4.8. Facility of Payment. If the Board determines that a Participant or Beneficiary is unable to care for his affairs and a legal representative has not been appointed for such person, the Board may (but shall not be required to) direct that any payments made hereunder shall be made to a spouse, parent, child, or other blood relative of such Participant or Beneficiary, or to anyone found by the Board properly to have incurred expense for the support and maintenance of such Participant or Beneficiary, so long as, under applicable law, such payments are permitted and discharge completely all liabilities of the Company under the Plan.

Section 4.9. Taxes. The Company shall deduct from any benefit payments under this Plan the amount of any taxes required to be withheld from such distributions by any federal, state or local government. The Participants and their Beneficiaries and personal representatives shall bear any and all federal, state, local or other taxes imposed on amounts distributed under this Plan.

ARTICLE V

Administration and Amendment of Plan

Section 5.1. Authority and Board. The Plan shall be administered by the Board. The Board shall have plenary authority to select the Executives eligible to participate in the Plan and to designate the effective date of any Executives'

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participation, to make all determinations required under the Plan, to interpret the Plan, to decide all questions of fact arising under the Plan, to formulate rules and regulations covering the operation of the Plan and to make all other determinations necessary or desirable in the administration of the Plan. The decision of the Board on any questions concerning or involving the interpretation or administration of the Plan shall be final and conclusive. In interpreting or administering this Plan, the Board need not consider or be bound by any interpretation of the provisions of any other plan maintained by the Company providing retirement, profit-sharing, deferred compensation, or any other employee benefits, or the manner in which such plan is administered.

Section 5.2. Claim for Benefits. Any claim for benefits under this Plan shall be made in writing to the Named Fiduciary. The claim for benefits shall be reviewed by the Named Fiduciary and the Board. If any part of the claim is denied, the Named Fiduciary shall provide a written notice, within ninety (90) days after the receipt of the claim by the Named Fiduciary, setting forth: (a) the specific reasons for the denial; (b) specific references to the provision of this Plan or any agreement entered into between the Participant and the Company upon which the denial is based; (c) any additional information the claimant should furnish to perfect the claim; and (d) the steps to be taken if a review of the denial is desired.

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If a claim is denied and a review is desired, the Participant (or the Participant's Beneficiary, as the case may be) shall notify the Named Fiduciary in writing within sixty (60) days. In requesting a review, the Participant or Beneficiary may review this Plan or any documents relating to it and submit any written issues and comments he may feel appropriate. The Board shall then review the claim and provide a written decision within sixty (60) days. This decision shall state the specific reasons for the decision and shall include reference to specific provisions of the Plan or any agreement entered into between the Participant and the Company on which the decision is based.

Section 5.3. Amendment and Termination. This Plan may at any time be amended, modified or terminated by the Board; provided, however, no amendment, modification or termination shall, without the written consent of the affected Participant or Beneficiary, reduce the benefits such Participant or Beneficiary was receiving or the benefits that would be paid upon the Participant's termination of Full-Time Employment, including benefits that would be paid upon the Participant's Involuntary Termination of Employment following a Change of Ownership under the terms of the Plan immediately prior to the Change of Ownership.

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ARTICLE VI

Miscellaneous

Section 6.1. No Assignment. The right of a Participant or Beneficiary to receive any distribution under the Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, levy or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, levy or charge the same shall be void; provided, however, that the right to receive payment is transferable by the laws of descent and distribution.

Section 6.2. Unsecured Claim. The right of any Participant or Beneficiary (or his personal representative) to receive any distribution under the Plan shall be an unsecured claim against the general assets of the Company, and the Plan shall not entitle a Participant or Beneficiary (or his personal representative) to a greater priority than the Company's general creditors. Assets, if any, which may be set aside by the Company for accounting purposes shall not in any way be held in trust for, or be subject to, any prior claims by a Participant or Beneficiary. The Company shall have no duty whatsoever to purchase or set aside any assets for purposes of providing benefits under this Plan. The Company's promise to pay the

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benefits provided under this Plan shall be a contractual obligation that is not evidenced by notes or secured in any way.

Section 6.3. No Rights in Life Insurance. The Company may, but shall not be obligated to, purchase one or more life insurance contracts to provide the Company with funds to make payments under this Plan with respect to one or more Participants. If the Company elects to purchase such life

insurance contracts, the Company shall at all times be the sole and complete owner and beneficiary of the contracts, and shall have the unrestricted right to use all amounts and to exercise all options and privileges thereunder without the knowledge or consent of the Participant, his Beneficiary, or any other person, and no Participant, Beneficiary, or person other than the Company, shall have any right, title, or interest whatsoever in or to any such contract. The Participant shall cooperate with all reasonable requests made by the Company to determine whether the Participant is insurable at standard rates, including any requests made by the Company or such insurance carrier that the Participant submit to a medical examination, or provide other information relevant to a determination of whether the Participant is insurable at standard rates, including the Participant's current health status, health history of the Participant and any family members, and the activities engaged in by the Participant including dangerous or illegal activities.

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Section 6.4. No Contract of Employment. Nothing in this Plan shall be construed as a contract of employment between the Company and any Participant. Nothing in this Plan shall be deemed to constitute a contract for services between the Company and the Participant, and nothing contained in this Plan shall be deemed to give the Participant any right to continue furnishing services to the Company or the Company any right to demand such services. Except as provided in Section 4.4, nothing in this Plan shall be construed as a limitation of the right of the Company to discharge the Participant, with or without cause.

Section 6.5. Binding Effect. This Plan shall be binding upon the Company, its successors and assigns, and upon each Participant, his Beneficiary, and their heirs, legatees, executors and personal or legal representatives.

Section 6.6. Gender; Headings. Any masculine pronoun shall include the feminine and the singular shall include the plural, and vice versa. The headings in this Plan are for convenience of reference only.

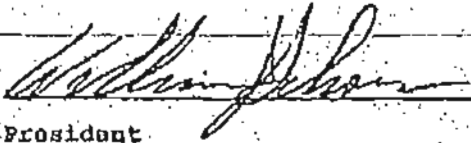
Section 6.7. Severability. If any provision of this Plan is held to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect the remaining provisions of this Plan, and such provisions shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been inserted herein.

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Section 6.8. Governing Law. This Plan shall be governed by the laws of the State of Florida without reference to the principles of conflicts of law therein.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed by its duly authorized officers.

BY: 
President

Date: 7/12/90

TO: Secretary of Health Management Associates, Inc.

RE: Beneficiary Designation for
Health Management Associates, Inc.
Supplemental Executive Retirement Plan

Pursuant to Section 4.7 of the Health Management Associates, Inc. Supplemental Executive Retirement Plan, I hereby designate that death benefit payable under Section 4.2 of the Plan be paid to the following person(s) in the indicated proportions (if none indicated, benefits shall be payable in equal proportion to each person designated):

(Designated Beneficiaries)

(Proportion)

If any person designated above is deceased at the time of payment is first to be made under the Plan, the payment allocable to that person shall be made to the following person(s) in the indicated proportions (if none indicated, benefits shall be payable in equal proportions to each person designated):

(Designated Beneficiaries)

(Proportion)

This beneficiary designation shall remain in full force unless and until cancelled or superseded by written notice executed by me and delivered to you before my death.

DATE: _____

Participant's Signature

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**FIRST AMENDMENT
TO THE
HEALTH MANAGEMENT ASSOCIATES, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN**

WHEREAS, Health Management Associates, Inc., a corporation organized under the laws of the State of Florida (the "Company"), established the Health Management Associates Inc. Supplemental Executive Retirement Plan (the "Plan").

WHEREAS, the right to amend the Plan is expressly reserved to the Company under Section 5.3 thereof.

WHEREAS, the Company wishes to amend the Plan:

NOW, THEREFORE, the Plan is hereby amended, effective December 13, 1993, as follows:

1. Section 2.1 is amended to read as follows:

Section 2.1. "Actuarial Equivalent" means a benefit having the same value as the benefit which such Actuarial Equivalent replaces. The determination of any Actuarial Equivalent shall be based on the following actuarial assumptions: (a) an eight percent (8%) effective annual interest rate, and (b) the 1984 Unisex Pension Mortality Table.

2. Section 2.16 is amended to read as follows:

Section 2.16. "Retirement Benefit" means the monthly retirement benefit payable under this Plan to a Participant on or after his Normal Retirement Date in the amount designated by resolution of the Board when he first becomes a Participant and as it may be increased by subsequent resolution of the Board. Each Participant's Retirement Benefit shall be shown on a separate Schedule attached hereto and shall be paid for the life of the Participant or through his Term Certain, which ever is longer.

3. Section 4.1 is amended by deleting the last sentence thereof.
4. The first sentence of Section 4.4 is amended to read as follows:

Notwithstanding Section 4.1, immediately upon the Board gaining knowledge that a Change of Ownership has occurred or is likely to occur.

after a Participant's Normal Retirement Date or the date his Full-Time Employment terminates (if later), the single sum Actuarial Equivalent of benefits payable under the Plan to such Participant or his Beneficiary shall be computed and paid in a single cash sum.

5. Section 4.6 is amended to read as follows:

Section 4.6. Prohibition of Competitive Activities. If, without the prior written consent of the Board, an Executive engages in any Competitive Activities, any Retirement Benefit payments due such Executive shall cease and no further Retirement Benefits shall be payable to such Executive or his Beneficiary under any provision of this Plan.

6. Each Participant's Retirement Benefit, as designated by resolution of the Board of Directors of the Company, is shown on a separate Schedule attached hereto.

IN WITNESS WHEREOF, the Company has caused this Amendment to be executed this 1 day of January, 1994.

HEALTH MANAGEMENT ASSOCIATES, INC.

By: 

Title: C.E.O.

12/13/93

**HEALTH MANAGEMENT ASSOCIATES, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN**

SCHEDULE

**RETIREMENT BENEFIT
FOR
WILLIAM J. SCHOEN**

Retirement Benefit Payable for
Participant's Life with 120
Payments Guaranteed \$25,000.00 per month

12/13/93

HEALTH MANAGEMENT ASSOCIATES, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

SCHEDULE

RETIREMENT BENEFIT

FOR

EARL F. HOLLAND

Retirement Benefit Payable for
Participant's Life with 120
Payments Guaranteed

..... \$12,500.00 per month

12/13/93

HEALTH MANAGEMENT ASSOCIATES, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

SCHEDULE

RETIREMENT BENEFIT
FOR
KELLY E. CURRY

Retirement Benefit Payable for
Participant's Life with 120
Payments Guaranteed \$12,500.00 per month

12/13/93

HEALTH MANAGEMENT ASSOCIATES, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

SCHEDULE

RETIREMENT BENEFIT
FOR
ROBB L. SMITH

Retirement Benefit Payable for
Participant's Life with 120
Payments Guaranteed \$8,333.33 per month

12/13/93

**HEALTH MANAGEMENT ASSOCIATES, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN**

SCHEDULE

**RETIREMENT BENEFIT
FOR
STEPHEN M. RAY**

Retirement Benefit Payable for
Participant's Life with 120
Payments Guaranteed \$8,333.33 per month

12/13/93

**HEALTH MANAGEMENT ASSOCIATES, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN**

SCHEDULE

**RETIREMENT BENEFIT
FOR
JOE D. PINION**

Retirement Benefit Payable for
Participant's Life with 120
Payments Guaranteed \$6,250.00 per month

12/13/93

**HEALTH MANAGEMENT ASSOCIATES, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN**

SCHEDULE

**RETIREMENT BENEFIT
FOR
T. JEFFERSON JONES**

Retirement Benefit Payable for
Participant's Life with 120
Payments Guaranteed \$4,166.67 per month

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HEALTH MANAGEMENT ASSOCIATES INC filed this 10-K on 12/20/1996.

Exhibit 10.64

SECOND AMENDMENT
TO THE
HEALTH MANAGEMENT ASSOCIATES, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

Whereas, Health Management Associates, Inc., a corporation organized under the laws of the State of Delaware (the "Company"), established the Health Management Associates, Inc. Supplemental Executive Retirement Plan (the "Plan"), and

Whereas, the right to amend the Plan is expressly reserved to the Company under Section 5.3 thereof, and

Whereas, the Plan was amended effective December 13, 1993, under the First Amendment to the Health Management Associates, Inc. Supplemental Executive Retirement Plan, and

Whereas, the Company wishes to amend the Plan again.

Now, Therefore, the Plan is hereby amended, effective September 17, 1996, as follows:

Section 4.1 is amended to read as follows:

Section 4.1. Retirement Benefit. If a Participant's Full-Time Employment

does not terminate until on or after his Normal Retirement Date, the Participant shall be entitled to receive his Retirement Benefit. The Participant's first monthly Retirement Benefit payment shall be due and payable on the first day of the month immediately following his Normal Retirement Date. A Participant's Retirement Benefit shall not be increased, other than by resolution of the Board, for any delay between his Normal Retirement Date and his actual termination of Full-Time Employment.

The remainder of the Plan shall remain in full force and effect and shall be unaffected by this Second Amendment.

In Witness Whereof, the Company has this caused this Second Amendment to be executed this 17 day of September, 1996.

Health Management Associates, Inc.

By: /s/ Robb L. Smith

Its: Senior Vice President

68

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HEALTH MANAGEMENT ASSOCIATES INC filed this 10-K on 12/22/2000.

Exhibit 10.40

THIRD AMENDMENT
TO THE

HEALTH MANAGEMENT ASSOCIATES, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

WHEREAS, Health Management Associates, Inc., a corporation under the laws of the State of Delaware (the "Company"), established the Health Management Associates, Inc. Supplemental Executive Retirement Plan (the "Plan");

WHEREAS, the right to amend the Plan is expressly reserved to the Company under Section 5.3 thereof;

WHEREAS, the Plan was amended effective December 13, 1993, under the First Amendment to the Health Management Associates, Inc. Supplemental Executive Retirement Plan;

WHEREAS, the Plan was amended effective September 17, 1996, under the Second Amendment to the Health Management Associates, Inc. Supplemental Executive Retirement Plan;

WHEREAS, the Company wishes to amend the Plan again;

NOW, THEREFORE, the Plan is hereby amended, effective the 19th day of September, 2000, as follows:

1. Section 2.1 is amended to read as follows:

Section 2.1. "Actuarial Equivalent" means a benefit having the same value as the benefit which such Actuarial Equivalent replaces. The determination of any Actuarial Equivalent shall be based on the following actuarial assumptions: (a) the annual rate of interest on 10-year Treasury securities in effect as of the first day of the month for which an Actuarial Equivalent is determined and (b) the 1984 Unisex Pension Mortality Table.

2. Section 2.4 is amended to read as follows:

Section 2.4. "Change of Ownership" means (a) the acquisition after the Effective Date, whether directly, indirectly, beneficially (within the meaning of Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the "1934 Act")), or of record, of securities of the Company or its parent corporation, HMA Holding Corp., by any "person"

(within the meaning of Sections 13(d) and 14(d)(2) of the 1934 Act), including any corporation or group of associated persons acting in concert which, after such acquisition will result in such person having control of the Company or HMA Holding Corp., or (b) a change in the ownership of a substantial portion of the assets of the Company or HMA Holding Corp. within the meaning of Section 2800 of the Internal Revenue Code of 1986, as amended. Notwithstanding the immediately preceding sentence, a Change of Ownership shall not be deemed to have occurred if such acquisition is by (i) the Company, and/or (ii) any employee pension benefit plan (within the meaning of Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended) of the Company, including a trust established pursuant to any such plan; and/or (iii) any person who is a stockholder of HMA Holding Corp. on the Effective Date, or any person who is the spouse of such stockholder, or any person who, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control of such stockholder. For purposes of this Section "control" means the ownership of more than twenty-five percent (25%) of the voting authority with respect to the Company, HMA Holding Corp. or any such person

within the context of clause (b) (iii) of this Section, as the case may be.

3. Section 2.19 is hereby added to read as follows:

Section 2.19. "Trust" means a "rabbi trust" that does not affect the unfunded status of this Plan and whose form follows guidance promulgated by the Internal Revenue Service in Revenue Procedure 92-54, as it may be amended from time to time.

4. Section 4.4 is amended to read as follows:

Section 4.4. Change of Ownership. Notwithstanding Sections

4.1, 4.2 or 4.3, the following provisions shall apply in the event the Board gains knowledge that a Change of Ownership has occurred or is likely to occur:

(a) If such an event occurs after a Participant's Normal Retirement Date, the Company shall immediately pay the single cash sum Actuarial Equivalent of the Participant's Retirement Benefit to such Participant or his Beneficiary.

(b) If such an event occurs before a Participant's Normal Retirement Date, the Company shall immediately deposit with trustee of the Trust an amount equal to the Actuarial Equivalent of the Participant's Retirement Benefit. Such a deposit shall be calculated based upon the Participant's age at the time of such deposit. In the event of such a Participant's subsequent termination from Full-Time Employment, for any reason including death, the trustee of the Trust shall immediately distribute the amount of such deposit, plus earnings thereon, to the Participant or his Beneficiary.

(c) If no Trust has been previously established under this Plan, the Company shall establish a Trust immediately upon the Board gaining knowledge that a Change of Ownership has occurred or is likely to occur.

(d) The Company shall compensate the Participant or his Beneficiary on an after-tax basis for:

- (i) Medicare or FICA taxes;
- (ii) the increase in the effective rate of federal and state income taxes stemming from the lump sum payment; and
- (iii) any excise taxes

which shall be payable with respect to any payments made hereunder as a result of a Change of Ownership.

(e) With respect to amounts determined pursuant to subsection (d):

(i) If a Participant has reached his Normal Retirement Date, the Company shall pay the amounts directly

to such Participant; and

(ii) if a Participant has not yet reached his Normal Retirement Date, the Company shall make an additional cash deposit to the trustee of the Trust equal to the amounts determined under subsection (d) based upon the tax rates in effect for the Participant on the date of the deposit. At the time such a Participant or Beneficiary receives payment from the Trust, the trustee shall distribute the additional estimated cash deposit, with any earnings thereon, directly to such Participant or Beneficiary to the extent necessary to compensate the Participant or Beneficiary for the actual tax liability (including the tax liability for the additional payment). If the aforementioned distribution is insufficient to compensate such Participant or Beneficiary for the actual tax

liability (including the tax liability for the additional payment), the Company shall make an additional direct cash payment to the Participant or Beneficiary equal to the shortfall. Any assets remaining in the Trust after a Participant or Beneficiary has received the Retirement Benefit calculated pursuant to subsection (b) and has been compensated for the tax liability shall be returned to the Company.

(f) Upon full payment pursuant to this Section, no further benefits shall be payable under the Plan to such Participant.

5. Section 6.2 is amended to read as follows:

Section 6.2. Title to Plan Assets. Title to and beneficial

ownership of any assets, whether cash or investments, which are held or earmarked to pay the deferred compensation obligation hereunder, shall at all times remain unrestricted assets of the Company and any Participant or Beneficiary (or personal representative) shall not have any property interest in such assets. However, the Company, may establish a Trust under this Plan and deposit any assets, whether cash or investments, therein for the benefit of the Participants or Beneficiaries. Title to and beneficial ownership of the assets of the Trust shall be held by the trustees of such Trust. This Plan at all times shall be considered entirely unfunded both for federal tax purposes and for purposes of Title I of the Employee Retirement Income Security Act of 1974, as amended. To the extent that any Participant or Beneficiary (or personal representative) acquires a right to receive payments from the Company, such right shall be no greater than the right of any unsecured general creditor of the Company.

6. Section 6.3 is amended to add the following sentence to the end thereof:

Notwithstanding the foregoing, nothing herein shall preclude the Company from transferring any life insurance contract to a Trust established hereunder, or designating the trustee as beneficiary of any such contract.

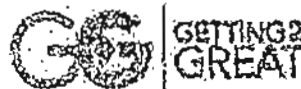
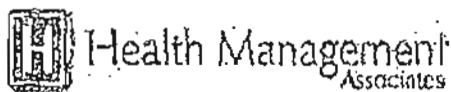
The remainder of the Plan shall remain in full force and effect and shall be unaffected by this Third Amendment.

IN WITNESS WHEREOF, the Company has caused this Third Amendment to be executed this 5th day of December, 2000.

HEALTH MANAGEMENT ASSOCIATES, INC.

By: /s/ Timothy R. Parry

Its: Vice President



**Fourth Amendment and Restatement of the
Health Management Associates, Inc.
Supplemental Executive Retirement Plan**

Plan	2
Participant Benefits Schedules	12
William J. Schoen	12
Joseph V. Vumbacco	13
Gary D. Newsome	14
Kelly E. Curry	15
Timothy R. Pary	16
Robert E. Farnham	17
Peter M. Lawson	18
Joseph C. Meek	19
Steven E. Clifton	20
Kerrin E. Gillespie	21
Beneficiary Designation Notice	22

TABLE OF CONTENTS

ARTICLE 1 ESTABLISHMENT.....	2
ARTICLE 2 DEFINITIONS.....	2
ARTICLE 3 PARTICIPATION.....	5
ARTICLE 4 BENEFITS AND DISTRIBUTIONS.....	5
ARTICLE 5 ADMINISTRATION AND AMENDMENT OF PLAN.....	9
ARTICLE 6 MISCELLANEOUS.....	10

FOURTH AMENDMENT AND RESTATEMENT
OF THE
HEALTH MANAGEMENT ASSOCIATES, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

ARTICLE 1
ESTABLISHMENT

1.1 Establishment and Purpose. Health Management Associates, Inc. established the Health Management Associates, Inc. Supplemental Executive Retirement Plan (the "Plan"), effective May 1, 1990. The purpose of the Plan is to provide retirement and survivor benefits for key executive employees and their beneficiaries.

~~1.2 Compliance with Section 409A. From January 1, 2005 through December 31, 2008, this Plan was operated in good faith compliance with the requirements of Section 409A of the Code, and the Treasury Regulations and applicable guidance thereunder. Any administrative practices and interpretations established in order to enable the Plan to operate in good-faith compliance but contrary to the terms of the Plan as then in effect are hereby expressly ratified. Effective January 1, 2009, the terms and conditions of this amended and restated Plan have been adopted to reflect the final Treasury Regulations under Section 409A of the Code.~~

(a) This Plan is intended to satisfy Section 409A of the Code with respect to benefits subject thereto, and the terms and conditions of this Plan shall be interpreted and construed accordingly.

(b) This Plan also provides for benefits not subject to Section 409A of the Code by reason of having been earned and vested before January 1, 2005, and no amendment to this Plan that might constitute a "material modification" within the meaning of Section 409A of the Code and the Treasury Regulations thereunder shall apply to such benefits unless such amendment expressly provides for the loss of such benefits' grandfathered status.

1.3 Top Hat Plan. The Plan is intended to constitute a top-hat plan under Sections 201(2), 301(a)(3), and 401(a)(1) of the Employee Retirement Income Security Act of 1974, as amended, and Section 2520.104-23 of the Labor Regulations

ARTICLE 2
DEFINITIONS

As used in this Plan, the following terms shall have the following meanings:

2.1 "Actuarial Equivalent" means a benefit having the same value as the benefit which such Actuarial Equivalent replaces. The determination of any Actuarial Equivalent shall be based on the following actuarial assumptions: (a) the annual rate of interest on 10-year Treasury securities in effect as of the first day of the month for which an Actuarial Equivalent is determined and (b) the 1984 Unisex Pension Mortality Table.

2.2 "Beneficiary" means the person or persons designated pursuant to Section 4.7 by a Participant to receive the benefits under this Plan if the Participant does not live to receive his Retirement Benefit through the Term Certain Period. If such designation is not made, "Beneficiary" means the Participant's surviving spouse or, if no spouse survives the Participant, the Participant's legal representative.

2.3 "Board" means the Board of Directors of Health Management Associates, Inc. or a committee of the Board of Directors appointed to administer the Plan.

2.4 "Change of Ownership" means (a) the acquisition after the Effective Date, whether directly, indirectly, beneficially (within the meaning of Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the "1934 Act")), or of record, of securities of the Company or its parent corporation, HMA Holding Corp., by any "person" (within the meaning of Sections 13(d) and 14(d) (2) of the 1934 Act), including any corporation or group of associated persons acting in concert which, after such acquisition will result in such person having control of the Company or HMA Holding Corp., or (b) a change in the ownership of a substantial portion of the assets of the Company or HMA Holding Corp. within the meaning of Section 280G of the Code, for which purpose, "a substantial portion of the assets" shall equal one-third total fair market value of the assets determined with respect to the underlying liabilities of such assets. Notwithstanding the immediately preceding sentence, a Change of Ownership shall not be deemed to have occurred if such acquisition is by (i) the Company; and/or (ii) any employee pension benefit plan (within the meaning of Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended) of the Company, including a trust established pursuant to any such plan; and/or (iii) any person who is a stockholder of HMA Holding Corp. on the Effective Date, or any person who is the spouse of such stockholder, or any person who, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control of such stockholder. For purposes of this Section "control" means the ownership of more than twenty-five percent (25%) of the voting authority with respect to the Company, HMA Holding Corp. or any such person within the context of clause (b) (iii) of this Section, as the case may be.

2.5 "Code" means the Internal Revenue Code of 1986, as amended.

2.6 "Company" means Health Management Associates, Inc., a Delaware corporation.

2.7 "Competitive Activities" means (a) engaging, directly or indirectly, whether as an employee, independent contractor, consultant, or otherwise, in a business similar to the business of the Company, and/or (b) owning, managing, operating, controlling, being employed by or having a financial interest in, or being connected in any manner with, the ownership, management, operation, or conduct of any such similar business, provided that mere ownership (directly, indirectly or beneficially) of the stock of a publicly traded corporation representing less than five percent (5%) of such corporation's outstanding stock shall not be considered a Competitive Activity.

2.8 "Effective Date" means the original effective date of this Plan, which is May 1, 1990.

2.9 "Executive" means any key executive employee of the Company.

2.10 "Full-Time Employment" means employment as a full-time salaried employee of the Company.

2.11 "Grandfathered Benefits" shall mean benefits payable under this Plan that are not subject to Section 409A of the Code by reason of having been earned and vested as of December 31, 2004, provided that benefits shall cease to be Grandfathered Benefits if the Plan is "materially modified" (within the meaning of Section 409A of the Code) with respect to such Grandfathered Benefits after October 3, 2004. Grandfathered Benefits shall be accounted for separately.

2.12 "Named Fiduciary" means the Secretary of the Company.

2.13 "Normal Retirement Date" means the later of (a) the date a Participant attains age 62, or (b) the fifth anniversary of the date as of which the Participant commences participation in the Plan.

2.14 "Participant" means an Executive designated as eligible to participate in this Plan by the Board.

2.15 "Plan" means the Health Management Associates, Inc. Supplemental Executive Retirement Plan, as amended from time to time.

2.16 "Retirement Benefit" means the monthly retirement benefit payable under this Plan to a Participant on or after his Normal Retirement Date in the amount designated by resolution of the Board when he first becomes a Participant and as it may be increased by subsequent resolution of the Board. Each Participant's Retirement Benefit shall be shown on a separate Schedule attached hereto and shall be paid for the life of the Participant or through his Term Certain, whichever is longer.

2.17 "Separation From Service" means "separation from service" within the meaning of Section 409A of the Code (taking into account Section 1.409A-1(h) of the Treasury Regulations and other guidance of general applicability issued thereunder), provided, however, that for this purpose the Plan will utilize an 80 percent common control standard as authorized under such Treasury Regulations in lieu of a 50 percent common control standard..

2.18 "Term Certain Period" means the 120 consecutive month period beginning on the date a Participant's first monthly Retirement Benefit payment is due.

2.19 "Trust" means a "rabbi trust" that does not affect the unfunded status of this Plan and whose form follows guidance promulgated by the Internal Revenue Service in Revenue Procedure 92-64, as it may be amended or replaced from time to time.

ARTICLE 3
PARTICIPATION

3.1 Participation. The Board shall have the sole discretion, from time to time, to designate the Executives who may participate in this Plan and the effective date of each such Executive's participation. Such designation shall be made by resolution of the Board in a manner that complies with Section 409A of the Code.

ARTICLE 4
BENEFITS AND DISTRIBUTIONS

4.1 Retirement Benefit. If a Participant experiences a Separation From Service on or after his Normal Retirement Date, the Participant shall be entitled to receive his Retirement Benefit; provided, however, that in the case of Grandfathered Benefits, a Participant became vested if his Full-Time Employment had not terminated prior to his Normal Retirement Date, or at such earlier date (but no later than December 31, 2004) specified by the Board in a binding action taken prior to October 4, 2004. The Participant's first monthly Retirement Benefit payment shall be due and payable on the first day of the month immediately following his Separation From Service (termination of Full-Time Employment, in the case of Grandfathered Benefits). Notwithstanding the foregoing, payments of non-Grandfathered Benefits will be withheld for six months in accordance with Section 409A if the Participant is a "specified employee" as defined for purposes of Section 409A, and the withheld payments will be made in a lump sum on the first of the month coinciding with or after the expiration of the six-month period. No interest or benefit increase will be due as a result of the six-month delay.

A Participant's Retirement Benefit shall not be increased, other than by resolution of the Board, for any delay between his Normal Retirement Date and his actual Separation From Service (or in the case of Grandfathered Benefits, termination of Full-Time Employment). If an increase is approved by the Board, the increase will be considered new benefits attributable to service after the Normal Retirement Date and will not qualify as Grandfathered Benefits, even if the Participant's existing benefits are Grandfathered Benefits.

4.2 Death Benefits. If a Participant dies after obtaining a vested right to benefits (whether due to attaining Normal Retirement Date while still employed or due to waiver of the continued employment requirement by the Board), including if a Participant dies after benefits become payable under Section 4.1 but before the end of the Term Certain Period, the Participant's Beneficiary shall be entitled to receive the remaining monthly Retirement Benefit payments through the end of the Term Certain Period, commencing with the first month after the month of the Participant's death.

If a Participant's benefits were in the six-month period of delay that Section 409A of the Code requires for "specified employees," that period will expire on the date of the Participant's death. Any payments withheld as a result of this delay and not paid to the Participant during his lifetime will be paid to his Beneficiary. No interest or benefit increase will be due as a result of delay during the six-month period.

4.3 Termination of Employment Prior to Normal Retirement Date. Except as provided in Section 4.4 below, if a Participant experiences a Separation From Service for a reason other than death prior to his Normal Retirement Date, whether due to a termination of employment initiated by the Company or by the Participant, no benefits shall be paid under any provision of this Plan, unless the Board, in its sole discretion, waives the requirement that the Participant remain employed until his Normal Retirement Date. If this requirement is waived, payments will commence on the first day of the month immediately following his Separation From Service (termination of Full-Time Employment, in the case of Grandfathered Benefits). Notwithstanding the foregoing, payments of non-Grandfathered Benefits will be withheld for six months in accordance with Section 409A if the Participant is a "specified employee" as defined for purposes of Section 409A, and the withheld payments will be made in a lump sum on the first of the month coinciding with or after the expiration of the six-month period. No interest or benefit increase will be due as a result of the six-month delay.

4.4 Change of Ownership. Notwithstanding Sections 4.1, 4.2 or 4.3, the following provisions shall apply in the event the Board gains knowledge that a Change of Ownership has occurred or is likely to occur:

(a) With respect to Grandfathered Benefits:

(i) If a Change in Ownership occurs after a Participant's Normal Retirement Date, the Company shall immediately pay the single cash sum Actuarial Equivalent of the Participant's Retirement Benefit to such Participant or his Beneficiary.

(ii) If a Change in Ownership occurs before a Participant's Normal Retirement Date, the Company shall immediately deposit with the trustee of the Trust an amount equal to the Actuarial Equivalent of the Participant's Retirement Benefit. Such a deposit shall be calculated based upon the Participant's age at the time of such deposit. In the event of such a Participant's subsequent termination from Full-Time Employment, for any reason including death, the trustee of the Trust shall immediately distribute the amount of such deposit, plus earnings thereon, to the Participant or his Beneficiary.

(b) With respect to benefits which are not Grandfathered Benefits:

(i) If a Change in Ownership has occurred and such Change in Ownership event also constitutes a "change in the ownership or effective control of the corporation, or in the ownership of a substantial portion of the assets of the corporation" within the meaning of Sections 1.409A-3(a)(5) and 1.409A-3(i)(5) of the Treasury Regulations, the Participant shall become vested in his Retirement Benefit and payment of the Actuarial Equivalent of the Participant's benefit shall be made within 90 days after the Change in Ownership.

(ii) If a Change in Ownership has occurred and such Change in Ownership event does not also constitute a "change in the ownership or effective control of the corporation, or in the ownership of a substantial portion of the assets of the corporation" within the meaning of Sections 1.409A-3(a)(5) and 1.409A-3(i)(5) of the Treasury Regulations; the Participant shall become vested in his Retirement Benefit and

the Company shall deposit with the trustee of the Trust an amount equal to the Actuarial Equivalent of the Participant's Retirement Benefit. Such a deposit shall be calculated based upon the Participant's age at the time of such deposit.

(1) In the event of such a Participant's subsequent Separation From Service, for any reason including death, the trustee of the Trust shall distribute the amount of such deposit, plus earnings thereon, to the Participant or his Beneficiary in accordance with the normal payment schedule under the Plan.

(2) Payments will be withheld for six months in accordance with Section 409A if the Participant is a "specified employee" as defined for purposes of Section 409A, and the withheld payments will be made in a lump sum on the first of the month coinciding with or after the expiration of the six-month period (provided that the six-month period shall expire automatically if the Participant dies). ~~No interest or benefit increase will be due as a result of the six-month delay.~~

(c) If no Trust has been previously established under this Plan, the Company shall establish a Trust immediately upon the Board's gaining knowledge that a Change of Ownership has occurred or is likely to occur. With respect to the deposit of any amounts required to be placed in the Trust, such deposit, if not made before the Change in Ownership, shall be made immediately following the Change in Ownership, except that it will be delayed during any period in which the making of such a deposit would subject the Company or the Participant to adverse tax consequences or other penalties.

(d) The Company shall compensate the Participant or his Beneficiary on an after-tax basis for:

(i) Medicare or FICA taxes;

(ii) the increase in the effective rate of federal and state income taxes stemming from the lump sum payment; and

(iii) any excise taxes which shall be payable with respect to any payments made hereunder as a result of a Change of Ownership.

(e) With respect to amounts determined pursuant to subsection (d):

(i) if a Participant is entitled to accelerated payment, the amount due shall be paid as soon as practicable following the Change in Ownership and in any event no later than the end of the taxable year following the taxable year in which the Participant remits the taxes in question.

(ii) if a Participant is not entitled to accelerated payment, the Company shall make an additional cash deposit to the trustee of the Trust equal to the amounts determined under subsection (d) based upon the tax rates in effect for the Participant on the date of the deposit. At the time such a Participant or Beneficiary receives payment from the Trust, the trustee shall distribute the additional estimated cash deposit, with any

earnings thereon, directly to such Participant or Beneficiary to the extent necessary to compensate the Participant or Beneficiary for the actual tax liability (including the tax liability for the additional payment). If the aforementioned distribution is insufficient to compensate such Participant or Beneficiary for the actual tax liability (including the tax liability for the additional payment), the Company shall make an additional direct cash payment to the Participant or Beneficiary equal to the shortfall. Any assets remaining in the Trust after a Participant or Beneficiary has received the Retirement Benefit amount deposited in the Trust pursuant to (a) or (b) and has been compensated for the tax liability shall be returned to the Company. Any additional payments from the Company required under this Subsection shall be made no later than the end of the taxable year following the taxable year in which the Participant remits the taxes in question.

(iii) The Participant must provide satisfactory documentation of taxes paid. Failure to provide documentation in time to permit timely reimbursement will result in forfeiture of this benefit.

(f) Upon full payment pursuant to this Section, no further benefits shall be payable under the Plan to such Participant.

4.5 Single Sum Payment. If at any time the single sum Actuarial Equivalent of benefits payable under the Plan to any Participant or Beneficiary is less than the applicable dollar amount under Section 402(g)(1)(B) of the Code, then the Board, in its sole discretion, may direct in writing that such remaining benefits may be computed and paid in a single cash sum, provided that the requirements of Section 409A-3(j)(4)(v) (including the requirement that the Participant not remain a participant in any deferred compensation arrangements of this type following such payment) are satisfied. Notwithstanding the foregoing, in the case of Grandfathered Benefits, if at any time the single sum Actuarial Equivalent of such Grandfathered Benefits payable under the Plan to any Participant or Beneficiary is less than \$50,000, then, in the sole discretion of the Board such remaining benefits may be computed and paid in a single cash sum.

4.6 Prohibition of Competitive Activities. If, without the prior written consent of the Board, an Executive engages in any Competitive Activities, any Retirement Benefit payments due such Executive shall cease and no further Retirement Benefits shall be payable to such Executive or his Beneficiary under any provision of this Plan.

4.7 Designation of Beneficiary. A Participant may designate a Beneficiary or beneficiaries, primary and contingent, to receive any death benefit payable under this Plan if the Participant does not live to receive benefits through the Term Certain Period. Such designation shall be in writing, signed by the Participant, and shall not be effective unless and until received by the Secretary of the Company prior to the Participant's death. The Participant shall have the right to change such designation, without the consent of any prior beneficiary, by filing a new designation. Any such change shall not be effective unless and until received by the Secretary of the Company prior to the Participant's death and shall be deemed to revoke all prior designations. If a Beneficiary survives the Participant but does not live to receive all death benefits payable to him through the Term Certain Period, such remaining benefits shall be paid to such Beneficiary's legal representative.

4.8 Facility of Payment. If the Board determines that a Participant or Beneficiary is unable to care for his affairs and a legal representative has not been appointed for such person, the Board may (but shall not be required to) direct that any payments made hereunder shall be made to a spouse, parent, child, or other blood relative of such Participant or Beneficiary, or to anyone found by the Board properly to have incurred expense for the support and maintenance of such Participant or Beneficiary, so long as, under applicable law, such payments are permitted and discharge completely all liabilities of the Company under the Plan.

4.9 Taxes. The Company shall deduct from any benefit payments under this Plan the amount of any taxes required to be withheld from such distribution by any federal, state or local government. Subject to Sections 4.4(d) and (e), the Participants and their Beneficiaries and personal representatives shall bear any and all federal, state, local or other taxes imposed on amounts distributed under this Plan.

ARTICLE 5

ADMINISTRATION AND AMENDMENT OF PLAN

5.1 Authority and Board. The Plan shall be administered by the Board. The Board shall have plenary authority to select the Executives eligible to participate in the Plan and to designate the effective date of any Executive's participation, to make all determinations required under the Plan, to interpret the Plan, to decide all questions of fact arising under the Plan, to formulate rules and regulations covering the operation of the Plan and to make all other determinations necessary or desirable in the administration of the Plan. The decision of the Board on any questions concerning or involving the interpretation or administration of the Plan shall be final and conclusive. In interpreting or administering this Plan, the Board need not consider or be bound by any interpretation of the provisions of any other plan maintained by the Company providing retirement, profit-sharing, deferred compensation, or any other employee benefits, or the manner in which such plan is administered.

5.2 Claim for Benefits. Any claim for benefits under this Plan shall be made in writing to the Named Fiduciary. The claim for benefits shall be reviewed by the Named Fiduciary and the Board. If any part of the claim is denied, the Named Fiduciary shall provide a written notice, within ninety (90) days after the receipt of the claim by the Named Fiduciary, setting forth: (a) the specific reasons for the denial; (b) specific reference to the provision of this Plan or any agreement entered into between the Participant and the Company upon which the denial is based; (c) any additional information the claimant should furnish to perfect the claim; and (d) the steps to be taken if a review of the denial is desired.

If a claim is denied and a review is desired, the Participant (or the Participant's Beneficiary, as the case may be) shall notify the Named Fiduciary in writing within sixty (60) days. In requesting a review, the Participant or Beneficiary may review this Plan or any documents relating to it and submit any written issues and comments he may feel appropriate. The Board shall then review the claim and provide a written decision within sixty (60) days. This decision shall state the specific reasons for the decision and shall include reference to specific provisions of the Plan or any agreement entered into between the Participant and the Company on which the decision is based, as well as such other information required under Section 2560.503-1 of the Labor Regulations.

5.3 Amendment and Termination. This Plan may at any time be amended, modified or terminated by the Board; provided, however, no amendment, modification or termination shall, without the written consent of the affected Participant or Beneficiary, reduce the benefits such Participant or Beneficiary was receiving or the benefits that would be paid upon the Participant's Separation From Service (or termination of Full-Time Employment, in the case of Grandfathered Benefits). In the event of termination, benefits will be distributed in accordance with the terms of the Plan. Notwithstanding the foregoing, the Company, in its sole discretion but only to the extent permitted under Section 409A of the Code, may arrange for the acceleration of benefits in connection with the termination of the Plan.

ARTICLE 6
MISCELLANEOUS

6.1 No Assignment. The right of a Participant or Beneficiary to receive any distribution under the Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, levy or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, levy or charge the same shall be void; provided, however, that the right to receive payment is transferable by the laws of descent and distribution.

6.2 Title to Plan Assets. Title to and beneficial ownership of any assets, whether cash or investments, which are held or earmarked to pay the deferred compensation obligation hereunder, shall at all times remain unrestricted assets of the Company and any Participant or Beneficiary (or personal representative) shall not have any property interest in such assets. However, the Company may establish a Trust under this Plan and deposit any assets, whether cash or investments, therein for the benefit of the Participants or Beneficiaries. Title to and beneficial ownership of the assets of the Trust shall be held by the trustees of such Trust. This Plan at all times shall be considered entirely unfunded both for federal tax purposes and for purposes of Title I of the Employee Retirement Income Security Act of 1974, as amended. To the extent that any Participant or Beneficiary (or personal representative) acquires a right to receive payments from the Company, such right shall be no greater than the right of any unsecured general creditor of the Company.

6.3 No Rights in Life Insurance. The Company may, but shall not be obligated to, purchase one or more life insurance contracts to provide the Company with funds to make payments under this Plan with respect to one or more Participants. If the Company elects to purchase such life insurance contracts, the Company shall at all times be the sole and complete owner and beneficiary of the contracts, and shall have the unrestricted right to use all amounts and to exercise all options and privileges thereunder without the knowledge or consent of the Participant, his Beneficiary, or any other person, and no Participant, Beneficiary, or person other than the Company, shall have any right, title, or interest whatsoever in or to any such contract. The Participant shall cooperate with all reasonable requests made by the Company to determine whether the Participant is insurable at standard rates, including any requests made by the Company or such insurance carrier that the Participant submit to a medical examination, or provide other information relevant to a determination of whether the Participant is insurable at standard rates, including the Participant's current health status, health history of the Participant and any family members, and the activities engaged in by the Participant including dangerous or illegal activities. Notwithstanding the foregoing, nothing herein shall preclude the Company

from transferring any life insurance contract to a Trust established hereunder, or designating the trustee as beneficiary of any such contract.

6.4 No Contract of Employment. Nothing in this Plan shall be construed as a contract of employment between the Company and any Participant. Nothing in this Plan shall be deemed to constitute a contract for services between the Company and the Participant, and nothing contained in this Plan shall be deemed to give the Participant any right to continue furnishing services to the Company or the Company any right to demand such services. Nothing in this Plan shall be construed as a limitation of the right of the Company to discharge the Participant, with or without cause.

6.5 Binding Effect. This Plan shall be binding upon the Company, its successors and assigns, and upon each Participant, his Beneficiary, and their heirs, legatees, executors and personal or legal representatives.

6.6 Gender; Headings. Any masculine pronoun shall include the feminine and the singular shall include the plural, and vice versa. The headings in this Plan are for convenience of reference only.

6.7 Severability. If any provision of this Plan is held to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect the remaining provisions of this Plan, and such provisions shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been inserted herein.

6.8 Governing Law. This Plan shall be governed by the laws of the State of Florida without reference to the principles of conflicts of law therein, except to the extent preempted by federal law. Without limitation of the foregoing, it is intended that the Plan (including all amendments thereto) comply with provisions of Section 409A of the Code and the Treasury Regulations and other guidance of general applicability thereunder, so as to prevent the inclusion in gross income of any benefits accrued hereunder in a taxable year prior to the taxable year or years in which such amount would otherwise be actually distributed or made available to the Participants. The Plan shall be administered and interpreted to the extent possible in a manner consistent with that intent.

HEALTH MANAGEMENT ASSOCIATES, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN
SCHEDULE
RETIREMENT BENEFIT
FOR
WILLIAM J. SCHOEN

Retirement Benefit Payable for
Participant's Life and for the Life of Participant's Spouse if She
Survives Him (Provided that the Spouse Will Not Receive More
than 120 Payments)..... \$83,333.00 per month

HEALTH MANAGEMENT ASSOCIATES, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN
SCHEDULE
RETIREMENT BENEFIT
FOR
JOSEPH V. VUMBACCO

Retirement Benefit Payable for
Participant's Life with 120
Payments Guaranteed..... \$22,917.00 per month

HEALTH MANAGEMENT ASSOCIATES, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN
SCHEDULE
RETIREMENT BENEFIT
FOR
GARY D. NEWSOME

In the event of Separation from Service between age 55 and
age 62 Retirement Benefit Payable for
Participant's Life with 120
Payments Guaranteed..... \$20,833.00 per month
In the event of Separation from Service on or after age 62
Retirement Benefit Payable for
Participant's Life with 120
Payments Guaranteed..... \$33,333.33 per month

HEALTH MANAGEMENT ASSOCIATES, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN
SCHEDULE
RETIREMENT BENEFIT
FOR
KELLY E. CURRY

Retirement Benefit Payable for
Participant's Life with 120
Payments Guaranteed..... \$12,500.00 per month

HEALTH MANAGEMENT ASSOCIATES, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN
SCHEDULE
RETIREMENT BENEFIT
FOR
TIMOTHY R. PARRY

Retirement Benefit Payable for
Participant's Life with 120
Payments Guaranteed..... \$10,083.00 per month

HEALTH MANAGEMENT ASSOCIATES, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN
SCHEDULE
RETIREMENT BENEFIT
FOR
ROBERT E. FARNHAM

Retirement Benefit Payable for
Participant's Life with 120
Payments Guaranteed..... \$10,083.00 per month

HEALTH MANAGEMENT ASSOCIATES, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN
SCHEDULE
RETIREMENT BENEFIT
FOR
PETER M. LAWSON

Retirement Benefit Payable for
Participant's Life with 120
Payments Guaranteed..... \$10,083.00 per month

HEALTH MANAGEMENT ASSOCIATES, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN
SCHEDULE
RETIREMENT BENEFIT
FOR
JOSEPH C. MEEK

Retirement Benefit Payable for
Participant's Life with 120
Payments Guaranteed..... \$8,333.00 per month

HEALTH MANAGEMENT ASSOCIATES, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN
SCHEDULE
RETIREMENT BENEFIT
FOR
STEVEN E. CLIFTON

Retirement Benefit Payable for
Participant's Life with 120
Payments Guaranteed..... \$10,083.00 per month

HEALTH MANAGEMENT ASSOCIATES, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN
SCHEDULE
RETIREMENT BENEFIT
FOR
KERRIN E. GILLESPIE

Retirement Benefit Payable for
Participant's Life with 120
Payments Guaranteed..... \$10,083.00 per month



Health ManagementTM
Associates

TO: Kathleen K. Holloway
Corporate Secretary
Health Management Associates, Inc.

RE: Beneficiary Designation Notice for
Health Management Associates, Inc. Supplemental Executive Retirement Plan

Pursuant to Section 4.7 of the Health Management Associates, Inc. Supplemental Executive Retirement Plan, I hereby designate that death benefit payable under Section 4.2 of the Plan be paid to the following person(s) in the indicated proportions (if none indicated, benefits shall be payable in equal proportion to each person designated):

(Designated Beneficiaries)

(Proportion)

(Designated Beneficiaries)	(Proportion)

If any person designated above is deceased at the time of payment is first to be made under the Plan, the payment allocable to that person shall be made to the following person(s) in the indicated proportions (if none indicated, benefits shall be payable in equal proportions to each person designated):

(Designated Beneficiaries)

(Proportion)

(Designated Beneficiaries)	(Proportion)

This beneficiary designation shall remain in full force unless and until cancelled or superseded by written notice executed by me and delivered to you before my death.

Participant Printed Name

Participant Signature

Date