

AMENDMENT NO. 1

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

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

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

WHEREAS, the Plan is intended to satisfy the qualification requirements of Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), that are applicable to a "governmental plan" (as defined in Section 414(d) of the Code); and

WHEREAS, pursuant to Section 411(e)(1)(A) of the Code, the Plan is not subject to the requirements of Section 411 of the Code as a result of being a governmental plan under Section 414(d) of the Code; and

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

WHEREAS, the Company desires to amend the Plan in various respects.

NOW THEREFORE, to effectuate the foregoing, the Plan is hereby amended as set forth hereinafter, effective as of May 1, 2017:

1. Subsection (b) of the definition of Compensation in Article I is hereby amended and restated in its entirety as follows:

(b) For each Employee who becomes a Participant on or after May 1, 1996, the annual compensation taken into account in determining an Accrued Benefit for any determination period beginning after December 31, 2001 shall not exceed \$200,000. The \$200,000 limit shall be adjusted for cost-of-living increases in accordance with Section 401(a)(17) of the Code. In determining an Accrued Benefit after December 31, 2001 for an Employee who became a Participant on or after May 1, 1996, the annual compensation limit for a prior determination period shall be \$150,000 for any determination period beginning in 1996 or earlier, \$160,000 for any determination period beginning in 1997, 1998, or 1999; and \$170,000 for any determination period beginning in 2000 or 2001.

Notwithstanding the denotation of the compensation limitations on an annual basis in the preceding paragraph, Compensation taken into account in determining an Accrued Benefit shall be determined on a monthly basis using 1/12th of the Code section 401(a)(17) annual compensation limitation that is in effect for the calendar year in which that calendar month falls, regardless of that calendar month's relationship to the Plan Year.

2. The definition of Credited Service in Article I is hereby amended and restated in its entirety as follows:

Credited Service – The number of full years (and fractions thereof to the nearest full month) of service as a Covered Employee, from date of hire as a Full-Time Employee to date of termination of employment with the Company. A Covered Employee shall receive credit for a month of service if he has either completed or is paid for at least sixteen (16) days of service during said month. Any period of unpaid Leave of Absence is excluded in calculating Credited Service. No Credited Service will be granted for periods of time during which an otherwise Covered Employee receives benefit service under the Florida Retirement System (“FRS”). The Administrator shall determine and credit to a Participant, if applicable, the amount of additional Credited Service necessary to provide the Participant with the benefit accrual credit and service credit for all other purposes under the Plan to which the Participant is entitled under Section 414(u) of the Code for his period of qualified military service.

3. The definition of Leave of Absence in Article I is hereby amended and restated in its entirety as follows:

Leave of Absence – An authorized absence from active service in accordance with Company policy, which does not constitute a termination of employment.

4. The sentence immediately preceding subsection (e) of Section 2.2 is hereby amended and restated in its entirety as follows:

The following rules in subsections (e) - (f) apply to any Participant who was an Employee as of May 1, 2000 and had been re-employed prior to May 1, 2000, and any re-employments that occur between May 1, 2000 and April 30, 2010:

5. Section 3.1 is hereby amended and restated in its entirety as follows:

3.1 Credit for Service - A Participant shall receive credit for all service, except as otherwise provided in ARTICLE II, and except that service shall be disregarded if it is not Credited Service. A period of unpaid Leave of Absence is excluded in calculating a Participant’s Credited Service, except in the case of a Leave of Absence for qualified military service in accordance with Section 414(u) of the Code.

6. Section 3.2 is hereby deleted in its entirety.

7. The second paragraph of Section 5.5 is hereby amended and restated in its entirety as follows:

Benefits payable pursuant to this Section 5.5 under the Prior Plan shall commence on the first day of the month coincident with or otherwise next following the Participant's Normal Retirement Date, unless (a) a Participant, who has completed at least ten (10) but less than twenty (20) years of Credited Service, elects to have the benefits commence on the first day of any prior month, but not earlier than his 55th birthday; or (b) a Participant who has

completed at least twenty (20) years of Credited Service elects to have the benefits commence on the first day of any prior month, but not earlier than his 52nd birthday.

Benefits payable pursuant to this Section 5.5 under the New Plan shall commence on the first day of the month coincident with or otherwise next following the Participant's Normal Retirement Date, unless a Participant, who has attained age 55 and completed at least ten (10) years of Credited Service, elects to have the benefits commence on the first day of any prior month, but not earlier than his 55th birthday.

8. The fifth paragraph of Section 5.5 is hereby deleted in its entirety.
9. The reference in Section 7.2(c) to "Section 8.3" is hereby amended to refer to "Section 8.2."

DATED: This 31 day of January, 2018.

South Broward Hospital District

By: _____

Its: _____

(Title)