RETIREMENT PLAN FOR EMPLOYEES
OF SOUTH BROWARD HOSPITAL DISTRICT,
HOLLYWOOD, FLORIDA
AMENDED AND RESTATED EFFECTIVE MAY 1, 2015

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INTRODUCTION

The South Broward Hospital District amends and restates, effective May 1, 2015, the Retirement Plan for Employees of South Broward Hospital District, Hollywood, Florida (the "Plan"), which initially was established on May 1, 1969. The Plan had been most recently amended and restated effective May 1, 2010, and amendments had been made subsequent to that date.

The Plan has been restated to incorporate the provisions of prior amendments adopted since the last restatement, and the provisions of the legislation and regulations which have been issued since the date of the last restatement, which are applicable to governmental plans. The Plan sponsor has elected to treat Cycle E as the second remedial amendment cycle for the Plan in accordance with the guidance provided in Revenue Procedure 2012-50.

The Company intends for this Plan and the related trust (the "Trust") to conform to and qualify under Sections 401 and 501 of the Internal Revenue Code of 1986, including any later amendments thereto (the "Code"), as the provisions of such Sections apply to governmental plans. The Plan shall be interpreted, wherever possible, to comply with the applicable terms of the Code and all applicable formal regulations and rulings issued under the Code.

In general, the provisions of the Plan apply to an Employee whose employment with the Company terminates on or after May 1, 2015 (the "Restatement Date"). Except as otherwise provided in a retroactively effective provision of the restated Plan, or as may be otherwise required by law, or as may be applicable in the case of the distribution of a previously accrued but unpaid benefit, if an Employee's employment with the Company terminates prior to the Restatement Date, the Employee is entitled to benefits under the terms of the applicable plan document as such plan document existed on the date of the Employee's termination of employment. The benefit payable to or on behalf of a Participant shall not be affected by the terms of any amendment to the Plan adopted after the Participant's employment terminates, unless the amendment expressly provides otherwise.

Effective November 1, 2011, notwithstanding anything in the Plan to the contrary, the Plan was closed to Employees who are hired or re-employed on or after November 1, 2011. In addition, and notwithstanding anything in the Plan to the contrary, former Employees who are re-employed on or after November 1, 2011 will not accrue additional Years of Service for any purpose under the Plan, including the benefit accrual, vesting and entitlement service on or after such re-employment date.

ARTICLE I

DEFINITIONS

The following terms, as used herein, shall have the meanings set forth below unless a different meaning is clearly implied by the context:

Accrued Benefit - The benefit to which a Participant is entitled, pursuant to the provisions of ARTICLE V, subject to the limitations of ARTICLE VI, expressed as the normal form of monthly benefit commencing at Normal Retirement Date or the Actuarial Equivalent thereof. The Accrued Benefit as of any date preceding the Participant's Normal Retirement Date, but expressed as aforesaid, shall be the monthly benefit computed pursuant to Sections 5.2, 5.4 or 5.5, as the case may be. The Accrued Benefit as of any date after the Participant's Normal Retirement Date shall be the monthly benefit computed pursuant to Section 5.3.

Actuarial Equivalent – A form of benefit differing in time, period or manner of payment from a specific benefit provided under the Plan but having the same value when computed, based upon the following:

For determinations prior to May 1, 2010:

- the UP-1984 Mortality Table; and
- 8% per annum interest rate.

For determinations on or after May 1, 2010:

- the applicable mortality table under Section 417(e)(3)(B) of the Code for plan years beginning on or after January 1, 2010 (the "2010 Applicable Mortality Table"). The 2010 Applicable Mortality Table will continue to be used until the Plan is specifically amended, regardless of the Internal Revenue Service's promulgation of a "Subsequent Applicable Mortality Table" (as such term is defined in Revenue Ruling 2007-67); and
- 7.5% per annum interest rate.

The foregoing basis, to the extent applicable, shall be utilized (whether or not there is a specific reference to this definition) whenever in the administration of the Plan a calculation of actuarial equivalence is to be made.

Actuarial (Early or Disability Retirement) Reduction – A reduction to a benefit with a starting date which precedes a Participant’s Normal Retirement Date, in accordance with Section 5.2, Section 5.4, or Section 5.5, determined as follows:

A reduction of 0.6% (.006) of the benefit for each month during the first five years by which a Participant’s starting date precedes his Normal Retirement Date, plus a reduction of 0.3% (.003) of the benefit for each month during the next five years. In the case of disability retirement benefits in accordance with Section 5.4, if a Participant begins payments more than ten (10) years prior to his Normal Retirement Date, the reduction for the additional period shall continue at the 0.3% (.003) monthly reduction rate.

Administrator – Any person, group or entity designated in accordance with the provisions of ARTICLE XI to administer and operate the Plan.

Average Compensation - The average monthly rate of a Participant's Compensation, equal to 1/60th of the total amount of his Compensation for the 60 consecutive Qualifying Months which produce the highest total. A Qualifying Month shall mean any month during the Participant's employment; provided, however, that a Qualifying Month shall not include any month which occurred prior to the last 120 months before his termination of employment. If the Participant's employment does not provide 60 consecutive Qualifying Months as aforesaid, Compensation for his actual number of consecutive Qualifying Months will be totaled and divided by the number of months therein. Any month during which the Participant was employed but was not paid by the Company for at least sixteen days shall be disregarded for purposes of the foregoing, and the existence of such months shall be ignored in determining whether or not Qualifying Months are consecutive.

Beneficiary - Any person or persons so designated in accordance with the provisions of ARTICLE IX.

Board – The Board of Commissioners of South Broward Hospital District.

Cash-Out - A distribution in settlement of a benefit otherwise payable under the Plan and which is the Actuarial Equivalent of said benefit.

Code - The Internal Revenue Code of 1986, or any provision or section thereof herein specifically referred to, as such Code, provision or section may from time to time be amended or replaced.

Company - South Broward Hospital District, a corporation duly organized and existing under the laws of the State of Florida, and its successors and assigns, unless otherwise herein provided, or any other business organization which, as hereinafter provided, shall assume the obligations hereunder, or which shall agree to become a party to the Plan.

Solely for the purpose of determining benefits for any Participant who is a Covered Employee on December 31, 2014 and who directly transfers from South Broward Hospital District to SFCCN during the period beginning on January 1, 2015 and ending on September 30, 2015, the definition of "Company" shall include SFCCN. Accordingly, for the avoidance of doubt and for purposes of clarification, (i) services performed for SFCCN by such a Participant while such Participant remains a Covered Employee shall be treated as Credited Service under this Plan, (ii) compensation paid by SFCCN to such a Participant while such Participant remains a Covered Employee shall be treated as Compensation in accordance with the definition of Compensation set forth in this Article I, (iii) such Participant shall not be considered to have terminated his or her employment with the Company or on a Leave of Absence while such Participant remains a Covered Employee, and (iv) although SFCCN is an affiliate of South Broward Hospital District, it has not adopted the Plan as a participating employer and, as a result thereof, SFCCN (x) is not obligated to contribute to the Plan, to pay any of the Plan's administrative expenses or to indemnify any persons in connection with their performance of services for the Plan, and (y) has no authority as an administrator or settlor of the Plan, including but not limited to the authority to amend or terminate the Plan.

Compensation – The monthly rate of pay in effect for a Participant with respect to his service as an Employee, including any amounts contributed by the Company pursuant to a salary reduction agreement described under Section 403(b) or Section 457(b) of the Code, and any amounts paid for the benefit of an Employee through a "salary reduction" agreement in conjunction with one or more welfare plans (Section 125 of the Code) and qualified transportation fringes of the Company (Section 132(f)(4) of the Code); but excluding: (i) bonuses, overtime pay, shift differential or other special or extra remuneration; and (ii) credits or benefits under the Plan or any other retirement, deferred compensation or employee welfare plan.

The following provisions shall also apply:

(a) For determination of an Accrued Benefit in any Plan Year beginning on or after May 1, 1996 and prior to May 1, 2002 for an Employee who becomes a Participant on or after May 1, 1996, Compensation for any 12-month period used in the computation of Average Compensation shall not exceed the OBRA '93 annual compensation limit of $150,000 (as may be adjusted for calendar years beginning after 1994 by the Commissioner for increases in the cost-of-living in accordance with Section 401(a)(17)(B) of the Code). The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which Compensation is determined (the "determination period") beginning in such calendar year. If a determination period consists of fewer than 12 months, the provisions of (c) below shall apply.

(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 in any Plan Year beginning after December 31, 2001 shall not exceed $200,000. Annual compensation means Compensation during the Plan Year or such other consecutive 12-month period over which compensation is otherwise determined under the Plan. The $200,000 limit shall be adjusted for cost-of-living increases in accordance with Section 401(a)(17) of the Code. The cost-of-living adjustment in effect for a calendar year applies to the annual compensation for the determination period that begins with or within such calendar year. In determining an Accrued Benefit in any Plan Year beginning after December 31, 2001 for an Employee who became a

Participant on or after May 1, 1996, Compensation 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.

(c) If Compensation for a period of less than 12 calendar months is used for a determination period, then the compensation limitations set forth in (a) or (b) above shall be reduced by multiplying that compensation limitation by a fraction, the numerator of which is the number of months in the short determination period and the denominator of which is 12. However, no proration is required if the plan formula provides that the accrual for each Employee is based on Compensation for the portion of the determination period during which the Employee is a Participant.

<u>Covered Employee</u> - Any Full-Time Employee hired or re-employed prior to November 1, 2011, except for (1) an Employee who participates in another retirement program such as the Florida Retirement System ("FRS"), and such participation is funded by the Company, or (2) a Participant receiving monthly benefits who is re-employed after February 24, 2010. For the avoidance of doubt, a Full-Time Employee who is a participant in the Memorial Healthcare System 401(a) Retirement Plan (or successor plan) shall not be a "Covered Employee" under this Plan. Effective on and after November 1, 2011, a Full-Time Employee hired or re-employed on or after November 1, 2011 shall no longer be a "Covered Employee" under this Plan.

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

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. Also, a period of Leave of Absence up to 31 days is included 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.

Early Retirement Date – The first day of any month before a Participant's Normal Retirement Date that the Participant selects for the start of his retirement benefit, in accordance with the following:

- For Participants under the Prior Plan, an Early Retirement Date shall be on or after the date the Participant terminates employment with the Company and has either (1) attained age 55 and completed 10 years of Credited Service, or (2) attained age 52 and completed 20 years of Credited Service.

- For Participants under the New Plan, an Early Retirement Date shall be on or after the date the Participant terminates employment with the Company and has attained age 55 and completed 10 years of Credited Service.

Effective Date – May 1, 1969, the date the Plan was initially established.

Employee - Any person employed by the Company.

Entry Date - The first day in each month.

Full-Time Employee - Any Employee who is regularly scheduled to work at least 72 hours per pay period. Prior to May 1, 1988, any Employee who was regularly scheduled to work 80 hours per pay period.

Fund - The trust fund created in accordance with ARTICLE X.

Integration Level – With respect to a Participant for any Plan Year, the amount of the Basic Integration Level and the Secondary Integration Level, determined in accordance with the following table and provisions:

Plan Year Beginning	Annual Basic Integration Level	Annual Secondary Integration Level
May 1, 2015	$64,780	$155,800

For Plan Years beginning after May 1, 2015, the annual Basic and Secondary Integration Levels shall be determined by multiplying the annual amount of each such Level as of the previous Plan Year by 1.03 and rounding to the nearest five dollars. For determination of monthly Basic and Secondary Integration Levels for purposes of Section 5.1, the respective annual amounts shall be divided by 12.

Late Retirement Date – The first day of the month coincident with or next following the date, after his Normal Retirement Date, on which a Participant severs his employment with the Company.

Leave of Absence - An authorized unpaid absence from active service, under conditions described in Section 3.2, which does not constitute a termination of employment.

New Plan - The benefit formula and provisions that apply to Employees who became Participants in the Plan on or after May 1, 2010. Additionally, any previously non-vested Participant (as defined above) who is re-employed on or after May 1, 2010, shall have any benefits to which he may be entitled under the Plan determined under the formula and provisions of the New Plan. Notwithstanding the foregoing, the Plan was closed to Employees who were hired or re-hired on or after November 1, 2011 and former Employees who are re-employed on or after November 1, 2011 will not accrue additional Years of Service for any purpose under the Plan.

Normal Retirement Date – The first day of the month coincident with or next following the applicable date set forth below:

- For Participants under the Prior Plan, the earliest of the following dates: (1) the later of age 65 or the completion of 5 years of Credited Service, (2) the attainment of age 62 with 20 years of Credited Service, or (3) the attainment of age 55 with 30 years of Credited Service.

- For Participants under the New Plan, the later of age 65 or completion of 5 years of Credited Service.

Participant - Any person so designated in accordance with the provisions of ARTICLE II, including, where appropriate according to the context of the Plan, any former Employee who is or may become (or whose Beneficiaries may become) eligible to receive a benefit under the Plan.

Plan - The Retirement Plan for Employees of South Broward Hospital District, Hollywood, Florida, as set forth herein, and as it may be amended from time to time.

Plan Year - The twelve-month period ending on the last day of the month of April.

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

Restatement Date – May 1, 2015.

SFCCN – South Florida Community Care Network, LLC, a Florida limited liability company, in which South Broward Hospital District owns 50% of the equity interests therein (determined as of January 1, 2015).

Social Security Taxable Wage Base – The contribution and benefit base (as determined under Section 230 of the United States Social Security Act) in effect as of the first day of the Plan Year of benefit determination.

Spouse – The term "Spouse" shall have the meaning as determined under the laws of the State of Florida, as modified by federal law. Such term shall include an individual married to a person of the same sex if the individuals are lawfully married in any domestic or foreign jurisdiction having the legal authority to sanction marriages and the term "marriage" (or variants thereof) shall include such a marriage between individuals of the same sex. The term "Spouse" shall not include individuals (whether of the opposite sex or the same sex) who have entered into a registered domestic partnership, civil union or other similar formal relationship recognized under Florida law that is not denominated as a marriage under the laws of the State of Florida, and the term "marriage" (or variant thereof) does not include the laws of the State of Florida, and the term "marriage" (or variant thereof) does not include such formal relationships. For the avoidance of doubt and for the purpose of clarification, the terms "Spouse" and "marriage" (or variant thereof) are intended to be interpreted and construed to reflect the holdings in *United States v. Windsor*, 570 U.S.12, 133 S. Ct. 2675 (2013), Obergfell v. Hodges, 576 U.S._ (2015) and to comply with the applicable requirements of IRS Revenue Ruling 2013-17, IRS Notice 2014-19 and any subsequent IRS guidance relating to this subject matter.

Trust Agreement – The agreement providing for the Fund entered into between the Company and the Trustee, as it may be amended from time to time.

Trustee – Such individual, individuals, or financial institution, or a combination of such, as shall be designated in the Trust Agreement to hold in trust any assets of the Plan for the purpose of providing benefits under the Plan, and shall include any successor trustee to the trustee initially designated thereunder.

Year of Service - Twelve months of Credited Service, measured from the date on which the individual first performed an hour of Credited Service, and succeeding twelve consecutive month periods beginning on the anniversary of said date.

ARTICLE II

ELIGIBILITY AND PARTICIPATION

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

2.2 Re-employment - If an Employee or Participant whose employment is terminated prior to May 1, 2000 is not subsequently re-employed after such date, his status with respect to any prior termination of employment and subsequent rehire prior to May 1, 2000 shall be governed by the following sections (a) – (d):

(a) Eligibility - A re-employed Employee shall become a Participant in accordance with the provisions of Section 2.1, for which purpose his prior service with the Company shall be disregarded.

(b) Vesting - Service prior to a termination of employment shall be disregarded for vesting purposes under the Plan, except that this provision shall not operate to deny a Participant his rights to any Plan benefits which may have become vested in accordance with the terms of the Plan before his termination of employment.

(c) Benefit Payments - If, at the time of re-employment, the Participant is eligible to receive or is receiving benefits under the Plan, then it shall be in the sole discretion of the Company to determine whether such benefits shall continue or shall cease until such time as they may be paid in conjunction with the benefits accrued with respect to the Participant's subsequent employment.

(d) Cash-Out - If: (1) the Participant receives a Cash-Out of the vested portion of his Accrued Benefit, and (2) he resumes his status as a Covered Employee, then, notwithstanding his resumption of employment, the Credited Service with respect to which the distribution was received shall be disregarded in subsequent determinations of the amount of his Accrued Benefit.

The following rules apply to re-employments that occur between May 1, 2000 and April 30, 2010:

(e) Vested Employees – If a Participant who previously retired under the Plan or terminated employment after accruing a vested benefit under the Plan is re-employed by the Company as a Covered Employee, he shall become a Participant in the Plan as of the date of his re-employment. If he is not a Covered Employee upon re-employment, he is not eligible to re-enter the Plan. Any benefit then being paid to such Participant shall continue to be paid during his period of re-employment. The benefit to which the Participant shall subsequently become entitled to receive from the Plan shall be based on the Plan in effect as of his subsequent retirement or termination date. For purposes of computing the Participant's benefit at such later retirement or termination date, the Credited Service such Participant earned during his subsequent period of employment shall be aggregated with his earlier Credited Service; provided however, that such benefit shall be actuarially reduced by any benefits (either monthly or any prior lump sums) such Participant received as a result of his earlier retirement or termination.

(f) Non-Vested Former Participants – A former Participant or former Employee who had not fulfilled the requirements for vested benefits under the Plan at the time of a One-Year Break in Service shall be eligible to participate in the Plan upon completing a Year of Service commencing on the date of re-employment, and his years of pre-break Credited Service shall be restored. Any former Participant or former Employee who does not incur a One-Year Break in Service shall be eligible to participate in the Plan as of his date of re-employment if he was a Participant when his termination of employment occurred. Otherwise, such re-employed individual shall become a Participant on his first Entry Date in accordance with Section 2.1 (measured from his original date of hire). A One-Year Break-in-Service means a consecutive 12-month period during which the Participant does not perform an hour of service for the Company.

The following re-employment rules in sections (g) – (h) shall apply to any Employee as of April 30, 2010 and any former Employee as of April 30, 2010 who is re-employed on or after May 1, 2010:

(g) Vested Employees – If a Participant who previously terminated employment after accruing a vested benefit under the Prior Plan is re-employed by the Company as a Covered Employee, he shall become a Participant in the Prior Plan as of his date of re-employment. If he is not a Covered Employee upon re-employment, he is not eligible to re-enter the Plan. The benefit to which the Participant will subsequently become entitled shall be based on an aggregate of all Credited Service and determined in accordance with the Prior Plan. Such benefit shall be actuarially reduced by any benefits (either monthly or any prior lump sums) such Participant may have received as a result of his earlier termination of employment.

(h) Non-Vested Former Employees – A former Participant or former Employee who had not fulfilled the requirements for vested benefits under the Prior Plan at the time of a One-Year Break in Service shall be eligible to participate in the New Plan upon completing a Year of Service commencing on the date of re-employment. Any former Participant or former Employee who does not incur a One-Year Break in Service shall be eligible to participate in the New Plan as of his date of re-employment if he was a Participant when his termination of employment occurred. Otherwise, such re-employed individual shall become a Participant in the New Plan on his first Entry Date in accordance with Section 2.1 (measured from his original date of hire). A One-Year Break in Service means a consecutive 12-month period during which the Participant does not perform an hour of service for the Company. In all cases, once the Participant has re-entered the Plan, his total Credited Service with the Company will be aggregated and counted under the New Plan.

The following re-employment rules in sections (i) – (j) shall apply to any Employee newly hired on or after May 1, 2010 and before November 1, 2011 who was subsequently re-employed before November 1, 2011:

(i) Vested Employees – If a Participant who previously terminated employment after accruing a vested benefit under the New Plan is re-employed by the Company as a Covered Employee, he shall become a Participant in the New Plan as of his date of re-employment. If he is not a Covered Employee upon re-employment, he is not eligible to re-enter the Plan. The benefit to which the Participant will subsequently become entitled shall be based on an aggregate of all Credited Service and determined in accordance with the New Plan. Such benefit shall be actuarially reduced by any benefits (either monthly or any prior lump sums) such Participant may have received as a result of his earlier termination of employment.

(j) Non-Vested Former Employees – A former Participant or former Employee who had not fulfilled the requirements for vested benefits under the New Plan at the time of a One-Year Break in Service shall be eligible to participate in the New Plan upon completing a Year of Service commencing on the date of re-employment. Any former Participant or former Employee who does not incur a One-Year Break in Service shall be eligible to participate in the New Plan as of his date of re-employment if he was a Participant when his termination of employment occurred. Otherwise, such re-employed individual shall become a Participant in the New Plan on his first Entry Date in accordance with Section 2.1 (measured from his original date of hire). A One-Year Break in Service means a consecutive 12-month period during which the Participant does not perform an hour of service for the Company. In all cases, once the Participant has re-entered the Plan, his total Credited Service with the Company will be aggregated and counted under the New Plan.

The following rules apply to re-employments that occur on and after November 1, 2011:

(k) Vested Employees – If a participant who previously terminated employment after accruing a vested benefit under the Plan is re-employed by the Company, he is not eligible to re-enter the Plan. The benefit to which such Participant will subsequently become entitled shall be based solely on his or her service and any benefit accrued prior to his previous termination of employment that occurred prior to November 1, 2011.

(l) Non-vested Former Employees – A former Participant or former Employee who had not fulfilled the requirements for vested benefits under the Plan prior to his or her termination of employment is not eligible to re-enter the Plan upon his or her subsequent re-employment on or after November 1, 2011. In addition, such Participant or former Employee shall not accrue Credited Service for any purpose under the Plan, including but not limited to benefit accrual, vesting, or entitlement to benefits, rights and features under the Plan, for any period of employment that begins on or after November 1, 2011.

2.3 Enrollment - Participation hereunder shall be automatic when the requirements of Section 2.1 have been met, provided, however, that the Company may, in its discretion, require each eligible Employee to execute a written application containing such items as may be desired by the Company including, but not limited to the Employee's consent to be bound by all the terms and conditions of the Plan and all amendments thereto.

2.4 Change of Employment Category - During any period in which a Participant remains in the employ of the Company but ceases to be a Covered Employee, he will not be considered to be a terminated Employee and will continue his Plan participation; but he will not continue to accrue Credited Service for purposes of vesting or benefit accrual. An individual who incurs a change of employment to Full-Time on or after November 1, 2011 shall not enter or re-enter the Plan as an active Participant eligible to accrue additional benefits or service for any purpose under the Plan including but not limited to benefit accrual, vesting, or entitlement to benefits, rights and features under the Plan.

2.5 Waiver of Participation - The Company may grant a waiver of participation to any Employee who so requests. Whether or not such waiver shall be granted, and the terms and conditions (including duration) thereof, shall be in the sole discretion of the Company.

ARTICLE III

SERVICE

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.

3.2 Leave of Absence - Employment shall not be deemed to have terminated though it is interrupted by a temporary unpaid absence from active service under conditions which are not treated by the Company as a termination of employment, as set forth in (a), (b) and (c) below:

(a) The absence from work of a Participant that is authorized or approved by the Company, as determined in accordance with the normal practice of the Company, provided the Participant returns to employment in the period specified by the Company.

(b) The absence from work of a Participant because of occupational injury or disease incurred as a result of employment with the Company for which absence a Participant is entitled to Workers' Compensation payments.

(c) With respect to reemployment initiated on or after December 12, 1994, the absence from work by a Participant because of qualified military service in accordance with Section 414(u) of the Code.

However, a period of Leave of Absence of more than 31 days 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 (c) above. If any Participant on Leave of Absence fails to answer an inquiry by the Company as to the status of the Leave of Absence, or if the Company is not notified of the death or disability of such Participant, and the Company has no actual knowledge thereof, the Company may determine that the Leave of Absence had or has expired.

ARTICLE IV

FUNDING OF BENEFITS

4.1 Payment of Contributions - The funding of the Plan and payment of benefits hereunder shall be provided for through the medium of the Fund. The Company, from time to time, shall make contributions to the Fund in amounts determined, in accordance with generally accepted actuarial principles, to be sufficient to fund the benefits provided by the Plan, and to maintain the Plan in a sound actuarial condition.

4.2 Temporary Suspension of Contributions - Consistent with the purposes of the Plan and with sound actuarial principles, the Company, in its sole discretion, may suspend its contributions for one or more years.

4.3 Disposition of Forfeitures - Any forfeiture arising under the provisions of the Plan shall be used to reduce the then current or future costs of funding the benefits provided in the Plan.

4.4 Actuarial Examination - The Company shall, at least once every Plan Year, cause the liabilities of the Plan to be evaluated by an enrolled actuary who shall report to the Company as to the soundness and solvency of the Fund in relation to the said liabilities and the amount of the annual Company contribution sufficient to meet the requirements of Section 4.1.

4.5 Insurance Contract – For the purpose of providing the benefits of the Plan or to invest contributions, the Company may enter into a group annuity contract with an insurance company licensed to do business in the State of Florida.

ARTICLE V

PENSION BENEFITS

5.1 Normal Retirement – Normal retirement under the Plan is retirement from the service of the Company on the Participant's Normal Retirement Date. A Participant who retires on his Normal Retirement Date shall be entitled to receive a monthly retirement income, subject to the provisions of Section 8.4, beginning on the first day of the month coincident with or otherwise next following his Normal Retirement Date and continuing for the remainder of his life.

Subject to Sections 2.2(d) and 3.1, and subject to the limitations set forth in ARTICLE VI, the amount of monthly retirement income shall be equal to the greater of $200 or whichever of the following is applicable:

For a Participant covered under the Prior Plan, the sum of (a), (b) and (c), as follows:

(a) 1% (.01) of the Participant's Average Compensation up to the monthly Basic Integration Level, multiplied by the number of his years (and monthly fractions thereof) of Credited Service; plus

(b) 1.5% (.015) of the Participant's Average Compensation in excess of the monthly Basic Integration Level but not more than the monthly Secondary Integration Level, multiplied by the number of his years (and monthly fractions thereof) of Credited Service; plus

(c) 3.0% (.03) of the Participant's Average Compensation in excess of the monthly Secondary Integration Level, multiplied by the number of his years (and monthly fractions thereof) of Credited Service.

For any Participant who is employed by the Company as a physician, the provisions of (c) above shall not apply and the amount in (b) above shall be determined without regard to the monthly Secondary Integration Level unless the physician is employed by the Company on April 30, 2010 (including those who are absent from employment on that date due to illness, injury, military service or mobilization, or other authorized absence, but excluding those who are disabled within the meaning of the Company's long-term disability plan or otherwise not actively employed by the Company).

For a Participant covered under the New Plan, the sum of (d), (e) and (f) as follows:

(d) 0.75% (.0075) of the Participant's Average Compensation up to one-half of the monthly Social Security Taxable Wage Base, multiplied by the number of his years (and monthly fractions thereof) of Credited Service; plus

(e) 1.25% (.0125) of the Participant's Average Compensation in excess of one-half of the monthly Social Security Taxable Wage Base but not more than the monthly Social Security Taxable Wage Base, multiplied by the number of his years (and monthly fractions thereof) of Credited Service; plus

(f) 1.75% (.0175) of the Participant's Average Compensation in excess of the monthly Social Security Taxable Wage Base, multiplied by the number of his years (and monthly fractions thereof) of Credited Service.

5.2 Early Retirement - A Participant may elect to retire on any date on or after the first date which qualifies as an Early Retirement Date, in which case the date of retirement shall be deemed to be his Early Retirement Date, and he shall be entitled to a monthly early retirement benefit equal to the benefit computed pursuant to Section 5.1, based upon his actual years (and monthly fractions thereof) of Credited Service and his Average Compensation at his Early Retirement Date, but subject to appropriate Actuarial Reduction, if any, if the Participant elects to have his benefits commence prior to his Normal Retirement Date.

Early retirement benefits shall commence on the first day of the month coincident with or otherwise next following the Participant's Normal Retirement Date, unless the Participant elects to have his benefits commence on the first day of any prior month coincident with or following his Early Retirement Date.

The benefits payable pursuant to this Section 5.2 shall be payable in the normal form provided by Section 5.1, unless an optional form of payment has been elected pursuant to ARTICLE VIII, or benefits are payable in accordance with Section 8.4.

5.3 Late Retirement - In the event a Participant remains in the service of the Company after his Normal Retirement Date, then, he shall be entitled to receive, commencing on the first day of the month coincident with or otherwise next following his actual retirement, the benefits to which he would have been entitled pursuant to Section 5.1 if he had retired at his Normal Retirement Date, except that such benefits shall be computed by including any additional years (and monthly fractions thereof) of Credited Service which have accrued since his Normal Retirement Date, and by taking into account any changes in Average Compensation which may be generated by changes in Compensation earned since his Normal Retirement Date.

5.4 Disability Benefits - In the event of the termination of a Participant's employment, by reason of total and permanent disability, he shall be entitled to receive a monthly disability benefit equal to the benefit computed pursuant to Section 5.1, based upon his actual years (and monthly fractions thereof) of Credited Service and his Average Compensation at his termination of employment, but subject to the appropriate Actuarial Reduction, if any, if the Participant elects to have his benefits commence prior to his Normal Retirement Date.

Disability benefits shall commence on the first day of the month coincident with or otherwise next following the Participant’s Normal Retirement Date, unless the Participant elects to have his benefit commence on the first day of any prior month following the determination of disability by the Social Security Administration.

The benefits payable pursuant to this Section 5.4 shall be payable in the normal form provided by Section 5.1, unless an optional form of payment has been elected pursuant to ARTICLE VIII or benefits are payable in accordance with Section 8.4.

A Participant shall be deemed to be totally and permanently disabled if he qualifies for disability benefits under the Social Security Act.

5.5 Other Terminations of Employment - Upon termination of a Participant's employment for any reason other than death, retirement or disability, he shall be entitled to a monthly termination benefit equal to a vested percentage (determined as set forth below) of the benefit computed pursuant to Section 5.1, based upon his actual years (and monthly fractions thereof) of Credited Service and his Average Compensation at his termination of employment, but subject to the appropriate Actuarial Reduction, if any, if the Participant elects to have his benefits commence prior to his Normal Retirement Date.

Benefits payable pursuant to this Section 5.5 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.

The benefits payable pursuant to this Section 5.5 shall be payable in the normal form provided by Section 5.1, unless an optional form of payment has been elected pursuant to ARTICLE VIII, or benefits are payable in accordance with Section 8.4.

Subject to Section 2.2, the vested percentage of the Accrued Benefit to which the Participant is entitled shall be determined in accordance with the following schedule:

Years of Credited Service	Percentage Vested
Less than 5	0%
5 or more	100%

Notwithstanding any other provision of this Section 5.5, any Participant who has reached his Normal Retirement Date, or has reached the later of his 65th birthday or the tenth anniversary of the date on which he became a Participant, shall be fully vested in his Accrued

Benefit without regard to his Years of Credited Service.

No Plan amendment changing the Plan's vesting schedule shall reduce the vested percentage of a Participant's Accrued Benefit determined as of the later of the date the amendment is adopted or it becomes effective.

ARTICLE VI

LIMITATIONS ON BENEFITS

6.1 Limitation on Benefits

(a) In no event shall the annual benefit payable to any Participant exceed the Maximum Annual Pension described below. If the benefit the Participant would otherwise accrue in a Limitation Year would produce an annual benefit in excess of the Maximum Annual Pension, the benefit will be limited (or the rate of accrual reduced) to a benefit that does not exceed such limit.

(b) Notwithstanding any other provision of this Plan, the Maximum Annual Pension payable in the form of a single life annuity under this Plan is a Dollar Maximum equal to the dollar limitation set forth in Section 415(b)(1)(A) of the Code. Effective each January 1, the Dollar Maximum will be adjusted automatically under Code Section 415(d) to the new Dollar Maximum determined by the Commissioner of Internal Revenue for that calendar year. The limitations provided in Section 6.1(a) for Participants who have separated from service with a nonforfeitable right to an Accrued Benefit shall be automatically adjusted annually as provided in Section 415(d) of the Code pursuant to the regulations prescribed by the Secretary of Treasury.

(c) If the benefit payable to a Participant commences prior to age sixty-two (62), the Dollar Maximum shall be the lesser of: (A) the Dollar Maximum multiplied by the ratio of the annual amount of the straight life annuity commencing at his annuity starting date, over the annual amount of the straight life annuity commencing at age sixty-two (62) (both determined without regard to the Code Section 415 limits), or (B) such limit, after the application of an actuarially equivalent reduction from age sixty-two (62) to the Participant's age as of his annuity starting date, using a five percent (5%) interest rate assumption and the applicable mortality table described in Code Section 417(e)(3)(B) (expressing the Participant's age based on completed calendar months as of the annuity starting date). No adjustment shall be made to reflect the probability of a Participant's death after the annuity starting date and before age sixty-two (62). The limitation shall not be reduced to less than an annual benefit which is the Actuarial Equivalent of an annual benefit of $75,000 beginning at age 55 for determinations prior to January 1, 2002.

(d) If the benefit payable to a Participant commences after age sixty-five (65), the Dollar Maximum shall be the lesser of: (A) the Dollar Maximum multiplied by the ratio of the annual amount of the immediately commencing straight life annuity payable to the Participant (ignoring accruals after age sixty-five (65)) using the actuarial adjustments as defined in Article I over the annual amount of the straight life annuity that would have been payable at age sixty-five (65), or (B) the Dollar Maximum actuarially increased using a five percent (5%) interest rate assumption and the applicable mortality table described in Code Section 417(e)(3)(B) (expressing the Participant's age based on completed calendar months as of the annuity starting date). The probability of the Participant dying after age sixty-five (65) and before the age at which the payment of benefit would commence shall not be taken into account in increasing the dollar limitation under this paragraph. This Section (d) shall not apply unless the Plan provides for a benefit after age sixty-five (65) in excess of the annual amount of the straight life annuity that would be payable under the Plan to a hypothetical participant who is age sixty-five (65) and has the same Accrued Benefit as the Participant whose benefit is commencing after age sixty-five (65).

(e) The term Annual Pension as used in this Section shall mean a pension payable annually in the form of a single life annuity.

(i) If the benefit payable to a Participant is in a form other than a straight life annuity and it is not payable in a form to which Code Section 417(e)(3) applies, then the benefit, for purposes of applying the limitation in Section (a) above shall be adjusted to an actuarial equivalent straight life annuity that equals the greater of:

(A) the annual amount of the straight life annuity commencing at the same annuity starting date as the form of benefit payable to the Participant using the Plan's factors for determining actuarial equivalence, and

(B) the annual amount of a straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of benefit payable to the Participant computed using an interest rate of five percent (5%) and the applicable mortality table under Code Section 417(e)(3)(B).

(ii) If the benefit is payable in a form to which Code Section 417(e)(3) applies, then the benefit, for purpose of applying the limitation in Section (a) above shall be adjusted to an actuarially equivalent straight life annuity that equals the annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using whichever of the following produces the greatest annual amount:

(A) the interest rate and mortality table as specified in Article I of the Plan;

(B) five and one-half percent (5.5%) interest assumption and the applicable mortality table as described in Code Section 417(e)(3)(B); or

(C) the applicable interest rate under Code Section 417(e)(3)(C) and the applicable mortality table described in Code Section 417(e)(3)(B), divided by 1.05.

(iii) Notwithstanding the foregoing, for a benefit that has an annuity starting date in 2004 or 2005, the actuarially equivalent straight life annuity benefit shall be the greater of:

(A) the annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using the Plan's actuarial equivalence factors; or

(B) the annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using a five and one-half percent (5.5%) interest assumption and the applicable mortality table for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2).

Benefits with an annuity starting date in 2004 shall be calculated in accordance with the requirements of Notice 2004-78, the terms of which are hereby incorporated by reference.

(f) The limitations specified in this Section shall be deemed not to have been exceeded if the pension payable with respect to a Participant or former Participant under this Plan and under all other defined benefit plans ever maintained by Company and affiliates does not exceed $10,000 (or such other amount as determined in (g) below, if it applies) for the Plan Year, or for any prior Plan Year; and the Company and affiliates have not at any time maintained a defined contribution plan in which the Participant or former Participant participated.

(g) If the Participant has fewer than 10 years of participation in the Plan, the Dollar Maximum, and the amount in (f) above, shall be multiplied by a fraction, the numerator of which is the number of years (or part thereof) of participation in the Plan and the denominator of which is 10.

(h) In the event the limitations provided herein become applicable to an Employee who is entitled to a pension under more than one defined benefit plan maintained by the Company or an affiliate, the administrators under the plans concerned shall develop uniform rules for ratably reducing the individual pensions and apportioning amounts between or among the plans so that the aggregate amount of such pensions does not exceed the limitations provided in this Section.

(i) For purposes of applying the benefit limitations set forth in this Article, the "Limitation Year" (as such term is defined in Section 1.415-2(b) of the Code) shall be the calendar year and "compensation" shall be as defined in Code Section 415(c) and the regulations issued thereunder. At no time shall "compensation" used for purposes of this Section ever exceed the limitation then in effect under Section 401(a)(17) of the Code. For purposes of this Section 6.1 in determining compensation, amounts under Code Section 125 include any amounts not available to a Participant in lieu of group health coverage because the Participant is unable to certify that he has other health coverage. An amount will be treated as an amount under Code Section 125 only if the Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for any health plan. Effective January 1, 2008, in no event shall compensation include severance pay. However, if includible in annual compensation, the payment of regular compensation for services during the Participant's regular working hours or for services outside of regular working hours such as overtime, shift differential, bonuses or other similar payments, if the amount would have been paid before severance from employment had the Participant not had a severance from employment, shall be included in annual compensation if paid by the later of 2 ½ months after the date of severance from employment or the end of the Limitation Year that includes the date of severance from employment and if the amounts would have been included in annual compensation had they been paid before the severance from employment. Effective January 1, 2009, compensation for purposes of this Section shall include any differential wage payments, as defined in Section 3401(h) of the Code, paid to a Participant during a period of qualified military service, as defined in Section 414(u) of the Code.

(j) For purposes of applying the limitations set forth in this Section 6.1, all qualified defined benefit plans (whether or not terminated) ever maintained by the controlled group shall be treated as one defined benefit plan and all qualified defined contribution plans (whether or not terminated) ever maintained by the controlled group shall be treated as one defined contribution plan. As used herein, controlled group shall be construed in the light of Sections 414(b) and (c) of the Code, as modified by Section 415(h) of the Code.

(k) Notwithstanding anything contained in this Section 6.1 to the contrary, the limitations, adjustments and other requirements shall at all times comply with the provisions of Section 415 of the Code and the regulations promulgated thereunder, the terms of which are specifically incorporated herein by reference.

ARTICLE VII

DEATH BENEFITS

7.1 Death Subsequent to Retirement - If a Participant dies after his benefits have commenced, the benefits, if any, to which his Beneficiary shall be entitled shall depend upon the form in which the Participant's benefits were payable at the time of his death, under the applicable form of benefit described in Section 5.1 or ARTICLE VIII, as the case may be.

7.2 Death Prior to Retirement - Notwithstanding any Plan provisions to the contrary, but subject to the provisions of any relevant qualified domestic relations order (as defined in Section 414(p) of the Code), the benefits are as follows:

(a) Eligibility For Survivor Annuity Benefit - If all of the following conditions are met, then (regardless of any contrary Beneficiary designation made pursuant to Section 9.1) the surviving Spouse of a deceased Participant shall be entitled to receive a survivor annuity, in lieu of any other Plan benefit:

(1) The Participant is an Employee and married on the date of death;

(2) The Participant had, immediately prior to his death: (i) completed at least twenty (20) years of Credited Service, or (ii) attained age 55 and completed at least ten (10) years of Credited Service;

(3) The Participant's death occurs before his benefit commencement date; and

(4) The Spouse does not implement a Cash-Out pursuant to Section 8.4.

(b) Timing of Survivor Annuity Distribution - For this purpose, a survivor annuity is a monthly income commencing in the month next following the later of (1) the Participant's death or (2) what would have been the Participant's Normal Retirement Date (or such earlier date as may be elected by the Spouse after the Participant’s death) and continuing for the remainder of the Spouse's life.

(c) Amount of Survivor Annuity Benefit - The amount of monthly benefit payable to the surviving Spouse in the case of the death of a Participant who has met the requirements of Section 7.2(a) shall be an amount equal to the Actuarial Equivalent of the benefit that the surviving Spouse would have received under an immediate joint and survivor annuity (with a 50% survivor benefit) pursuant to Section 8.3 had the Participant begun to receive such benefits on the day before his death.

(d) Benefit Commencement Date - For purposes of this Section 7.2, a benefit commencement date is the day on which the first payment of a periodic benefit payment is made.

(e) Qualified Military Service - Effective January 1, 2007, a Participant who dies while performing qualified military service, as defined in Section 414(u) of the Code, will be treated as if he resumed employment on the day before his death and then terminated employment as a result of such death such that the Participant's survivors are entitled to receive any additional benefits (other than benefit accruals relating to the period of qualified military service) that they would have received under the Plan if such Participant returned to employment and terminated employment on account of death. Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credits will be provided in accordance with Code Section 414(u).

7.3 Limitations – The Plan will apply the minimum distribution requirements of Section 401(a)(9) of the Code, which are applicable to governmental plans, as described in Section 8.7.

ARTICLE VIII

DISTRIBUTION OF BENEFITS

8.1 Payment of Benefits - The Company shall determine, in its discretion, whether the benefits to which a terminating Participant is entitled shall be funded through cash payments made directly from the Fund, or through the purchase of annuity contracts, or whether a combination of such methods of distribution shall be used, and the Company shall give to the Trustee such directions and information as may be necessary for the Trustee to carry out the decision of the Company. The Company shall direct that all right, title and interest in such contract shall remain in the Trustee under the terms of the Plan and the Participant shall have no right, title or interest therein except to receive the payments therefrom as provided therein, and to change the Beneficiary from time to time; alternatively, the Company may direct that the contract shall be purchased in the name of the Participant and distributed to him free and clear of the Fund, in which case the contract shall be issued so as to be nontransferable, and it shall not contain a death benefit in excess of the greater of the reserve or the total premiums paid for annuity benefits.

8.2 Joint and Survivor Option - A Participant, subject to the conditions hereinafter set forth, may elect to receive, in lieu of the normal monthly form of retirement income described in Section 5.1, an Actuarially Equivalent joint and survivor annuity which provides a reduced monthly retirement income payable during his lifetime, and continuing after his death, a survivor annuity payable to his Beneficiary of either 100% or 50% of the amount payable during their joint lives for the remainder of the Beneficiary’s life.

If the Participant's Beneficiary dies before the date on which the Participant's benefits have commenced (whether before or after his termination of employment), the election shall thereupon become void; if the Participant's Beneficiary dies after the date on which the Participant's benefits have commenced, but before the death of the Participant, the election shall remain effective and the Participant shall continue to receive the reduced retirement income payable to him in accordance with the option.

8.3 Period Certain and Life Options - A Participant, subject to the conditions hereinafter set forth, may elect to receive, in lieu of the normal form of retirement income described in Section 5.1, an Actuarial Equivalent monthly retirement income payable during the lifetime of the Participant and guaranteed to continue to the designated Beneficiary, upon the death of the Participant, for the remainder of either a 10-year or 20-year period after the commencement of the Participant's retirement income, depending on the duration elected at the time of retirement.

8.4 Lump Sum Option; Mandatory Direct Rollover or Cashout of Small Lump Sum

(a) A Participant (or Spouse of a deceased Participant) may elect to receive, in lieu of the normal annuity form of retirement income, his retirement benefit in the form of a single lump sum if the Actuarial Equivalent present value of his retirement benefit (or, the survivor annuity benefit in the case of a Spouse of a deceased Participant) at the date of determination is not greater than $50,000. No early retirement subsidy will be taken into account in determining the lump sum amount unless the Participant has met the age and service requirements for early retirement prior to his termination of employment.

For the avoidance of doubt, this lump sum option shall be available to a Participant (or spouse of a deceased Participant) who has a vested Accrued Benefit on or after May 1, 2014 (regardless of date of termination of the Participant), but has not yet begun receiving a monthly retirement benefit.

(b) Notwithstanding the foregoing, if the Actuarial Equivalent present value of the retirement benefit payable to a Participant exceeds $1,000 but does not exceed $5,000 and the Participant does not elect, within such time as determined by the Administrator and communicated to Participants, to have the distribution paid directly to an eligible retirement plan specified by the

Participant in a direct rollover in accordance with Section 8.11 or to receive the distribution directly, the Administrator shall direct that the Actuarial Equivalent lump sum value of such retirement benefit be made in a direct rollover to an “individual retirement account” (as described in Section 408(a) of the Code) or to an “individual retirement annuity” (as described in Section 408(b) of the Code) designated by the Administrator. In the case of such a distribution by the Administrator to an individual retirement account or individual retirement annuity, the Administrator shall notify the Participant in writing that the distribution may be transferred to another individual retirement plan. If the Actuarial Equivalent present value of the retirement benefit payable to a Participant does not exceed $1,000, the Administrator shall immediately distribute such benefit to the Participant in the form of an Actuarial Equivalent lump sum as soon as practicable following the Participant’s termination of employment.

8.5 Election Procedures - An election of any optional form of benefit described in this ARTICLE VIII, or any revocation or change of such election, must be made by a Participant in writing, on a form supplied by or acceptable to the Administrator which is filed with the Administrator not more than 180 days prior to the date on which benefits are due to commence. Notwithstanding anything in the Plan to the contrary, the failure of a Participant, Spouse or Beneficiary to properly complete and timely file the required application forms in order to commence benefits under the Plan shall be deemed to be an election to defer commencement of payment. No payment under the Plan will be increased on account of any delay in payment due to a Participant’s or Beneficiary’s failure to properly complete and timely file the required application forms or to otherwise accept such payment.

8.6 Effect of Death - In the event of the death of a Participant prior to the date on which his benefits commence under the terms of the Plan, no benefits shall be payable to his Spouse or other Beneficiary except as provided in ARTICLE VII regardless of whether or not the Participant has elected an optional form of benefit pursuant to this ARTICLE VIII.

8.7 Required Distributions -

(a) Notwithstanding any inconsistent provisions of the Plan and effective January 1, 2003, all distributions under the Plan shall be made in accordance with Code Section 401(a)(9), including the incidental death benefit requirements of Code Section 401(a)(9)(G), and Treasury Regulations Sections 1.401(a)(9)-1 through 1.401(a)(9)-9, as applicable to government plans, which are incorporated herein by reference. Specifically, distribution of the Participant's pension shall:

(i) be completed no later than the Required Beginning Date; or

(ii) commence not later than the Required Beginning Date with distribution to the Participant made over the life of the Participant or joint lives of the Participant and a designated Beneficiary or a period not longer than the life expectancy of the Participant or the life expectancies of the Participant and a designated Beneficiary.

For purposes of this Section 8.7, Required Beginning Date shall mean April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70½ or the calendar year in which the Participant retires.

(b) Distributions, if not made in a lump sum, may only be made over one of the following periods (or a combination thereof): the life of the Participant; the life of the Participant and a designated Beneficiary; a period certain not extending beyond the life expectancy of the Participant; or a period certain not extending beyond the joint and last survivor expectancy of the Participant and a designated Beneficiary.

(c) If the Participant dies after distribution of his retirement or deferred vested pension benefit has commenced, the remaining portion of such benefit will continue to be distributed at least as rapidly as under the method of distribution being used prior to the Participant's death. If the distribution to the Participant was in the form of the Period Certain and Life Options as described in 8.3 and if no designated Beneficiary survives the guaranteed period, the Participant's Spouse (or in the absence of a surviving Spouse, the Participant's estate) shall be deemed to be the Beneficiary of such deceased Participant. The commuted value of any remaining periodic payments may be paid in a lump sum at the election of such Beneficiary.

(d) In the event that a Participant dies prior to the date that distribution commences:

(i) any portion of the Participant's interest that is payable to a designated Beneficiary who is not the Participant's surviving Spouse shall begin by December 31st of the calendar year immediately following the calendar year of the Participant's death; or

(ii) any portion of the Participant's interest that is payable to a designated Beneficiary that is the Participant's surviving Spouse shall begin by December 31st of the calendar year following the calendar year of the Participant's death or, not later than the last day of the later of the calendar year in which the Participant would have attained age 70½ or the calendar year following the calendar year which includes the date of the Participant's death; or

(iii) if there is no designated Beneficiary as of September 30th of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31st of the calendar year containing the 5th anniversary of the Participant's death.

8.8 Annuities – Any distribution of benefits in the form of an annuity may be made directly from the Trust or by the purchase of a nontransferable immediate or deferred payment annuity contract from an insurance company selected by the Administrator. Any annuity contract so purchased shall be delivered to the Participant or Beneficiary and distribution of benefits shall be considered to have been completed when the annuity contract is delivered.

8.9 Incapacity – If, in the judgment of the Administrator, any person is legally, physically, or mentally incapable of personally receiving and executing a receipt for any distribution or payments due to him under the Plan, the distribution or payments may be made to the person's guardian or other legal representative (or if none is known to the Administrator, to any other person who has custody of the incapable person) and that distribution or payment shall constitute a full discharge the Trustee, the Company, the Administrator, and the Plan of any obligation with respect to the amount paid or distributed.

8.10 Distribution for Minor Beneficiary – In the event a distribution is to be made to a minor, then the Administrator may direct that such distribution be paid to the legal guardian, or if none, to a parent of such Beneficiary or a responsible adult with whom the Beneficiary maintains his residence, or to the custodian for such Beneficiary under the Uniform Gift to Minors Act or Gift to Minors Act, if such is permitted by the laws of the state in which said Beneficiary resides. Such payment to the legal guardian, custodian, or parent of a minor Beneficiary shall fully discharge the Trustee, the Company, the Administrator, and the Plan from further liability on account thereof.

8.11 Direct Rollover - A Participant who receives distribution of his benefit in a form which qualifies as an eligible rollover distribution, (as defined in paragraph (d)(1) below) may elect, at the time and in the manner prescribed by the Administrator, to have all or any portion of that distribution paid directly to any eligible retirement plan (as defined in paragraph (d)(2) below.) This option shall apply only to a distributee (as defined in paragraph (d)(3) below). The following rules and definitions shall apply with respect to direct rollovers under this Section 8.11.

(a) A distributee who is reasonably expected to have an eligible rollover distribution during the calendar year that totals less than $200 may not elect a direct rollover under this Section 8.11.

(b) If a distributee elects a direct rollover of a portion of an eligible rollover distribution, that portion must be equal to at least $500.

(c) If a distributee does not make an election with respect to an eligible rollover distribution as of his benefit commencement date he will be treated as not having elected a direct rollover under this Section 8.11.

(d) Definitions:

(1) <u>Eligible rollover distribution</u>: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee other than: (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; (ii) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and (iii) any portion of a hardship withdrawal. In addition, a portion of such distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, respectively, or (for distributions on and after January 1, 2008) to a Roth IRA described in Section 408A of the Code, to a qualified trust defined in Section 401(a) of the Code or to an annuity contract described in Section 403(b) of the Code provided such account, annuity, IRA, trust or annuity contract agrees to separately account for amounts so transferred, including separately accounting for the portion of such distributions which is includible in gross income and the portion of such distribution which is not so includible. An eligible rollover distribution with respect to a distributee who is not the Employee's or former Employee's Spouse must be made by a direct trustee-to-trustee transfer.

(2) Eligible retirement plan: An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, an annuity contract described in Section 403(b) of the Code, a qualified trust described in Section 401(a) of the Code, or an eligible plan under Section 457(b) of the Code which is maintained by an eligible employer described in Section 457(e)(1)(A) of the Code which accepts the distributee's eligible rollover distribution and agrees to separately account for amounts transferred into such plan from this Plan. For periods on and after January 1, 2008, an eligible retirement plan shall also mean a Roth IRA described in Section 408A of the Code provided the requirements of Section 408A(e)(1) of the Code are satisfied with respect to a given distribution. For purposes of a distribution on behalf of a Beneficiary who is not the Spouse of the Participant, eligible retirement plan shall mean an individual retirement account described in Section 408(a) of the Code or an individual retirement annuity described in Section 408(b) of the Code established for the purpose of receiving a distribution on behalf of a Beneficiary, which will be treated as an inherited IRA pursuant to Section 402(c)(11) of the Code.

(3) Distributee: A distributee includes an Employee or former Employee. In addition, such an individual's surviving Spouse or such an individual's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the Spouse or former Spouse. For distributions on or after May 1, 2010, the term distributee also shall include an Employee's or former Employee's designated Beneficiary who is not the Employee's or former Employee's Spouse or former Spouse.

(4) Direct rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

ARTICLE IX

BENEFICIARIES; PARTICIPANT DATA

9.1 Designation of Beneficiaries - Each Participant may designate a Beneficiary or Beneficiaries (who may be named contingently or successively) to receive such benefits as may be payable under the Plan upon or after his death, and, subject to the provisions of ARTICLE VIII such designation may be changed from time to time by the Participant by filing a new designation. Each designation will revoke all prior designations by the same Participant, shall be in a form prescribed by the Administrator, and will be effective only when filed in writing with the Administrator during the Participant’s lifetime.

In the absence of a valid Beneficiary designation (except in conjunction with the election of a form of benefit payment which does not require the designation of a specific Beneficiary), or if, at the time any benefit payment is due to a Beneficiary, there is no living Beneficiary validly named by the Participant, the Administrator shall direct the Trustee to distribute any such benefit payment to the Participant's Spouse, if then living, otherwise to the Participant's then living descendants, if any, per stirpes, otherwise to the Participant's then living parent or parents, equally, otherwise to the Participant's estate. In determining the existence or identity of anyone entitled to a benefit payment, the Administrator may rely conclusively upon information supplied by the Participant's personal representative. In the event of a lack of adequate information having been supplied to the Administrator, or in the event that any question arises as to the existence or identity of anyone entitled to receive a benefit payment as aforesaid, or in the event that a dispute arises with respect to any such payment, then, notwithstanding the foregoing, the Administrator, in its sole discretion, may direct the Trustee to distribute such payment to the Participant's estate without liability for any tax or other consequences which might flow therefrom.

9.2 Information to be Furnished by Participants and Beneficiaries - Any communication, statement or notice addressed to a Participant or Beneficiary at his last post office address filed with the Administrator, or if no such address was filed with the Administrator, then at his last post office address as shown on the Company's or Administrator’s records, shall be binding on the Participant or Beneficiary for all purposes of the Plan. Except for the Administrator's sending of a registered or certified letter to the last known address, the Company shall not be obliged to search for any Participant or Beneficiary. If the Administrator notifies any Participant or Beneficiary that he is entitled to an amount under the Plan and the Participant or Beneficiary fails to claim such amount or make his location known to the Administrator within three years thereafter, then, except as otherwise required by law, if the location of one or more of the next of kin of the Participant, including his surviving Spouse, is known to the Company, it may direct distribution of such amount to any one or more or all of such next of kin, and in such proportions as the Company determines. If the location of none of the foregoing persons can be determined, the Company shall have the right to direct that the amount payable shall be deemed to be a forfeiture and treated in accordance with Section 4.3, except that the dollar amount of the forfeiture shall be reinstated if a claim for the benefit is made by the Participant or Beneficiary to whom it was payable. If any benefit payable to a missing Participant or Beneficiary is subject to escheat pursuant to applicable state law, the Company shall not be liable to any person for any payment made in accordance with such law.

9.3 Audits of Participants Receiving Benefits – In the case where the Administrator performs an audit of Participants receiving Plan benefits, or if the Administrator for any reason is in doubt as to whether retirement income payments are being received by the person entitled thereto, it shall, by registered mail addressed to the person concerned at his address last known to the Administrator, notify such person that:

(a) All unmailed and future retirement income payments shall be henceforth withheld until he provides the Administrator with evidence of his continued life and his proper mailing address; and

(b) His right to any retirement income shall be reinstated, without any interest adjustment, if he provides the Administrator with evidence on his continued life and proper mailing address.

(c) Upon legal determination of death, or other evidence of death satisfactory to the Administrator, death benefits, if any, in accordance with the provisions of the Plan, shall be paid to his designated Beneficiary.

ARTICLE X

THE FUND

10.1 The Fund – The Fund shall be held by the Trustee, or by a successor trustee or trustees, for use in accordance with the Plan under the Trust Agreement. The Trust Agreement may from time to time be amended in the manner therein provided. Similarly, the Trustee may be changed from time to time in the manner provided in the Trust Agreement.

10.2 Investment of Fund - All contributions under the Plan shall be paid to the Trustee and deposited in the Fund. Such contributions, all investments made therewith and proceeds thereof and all earnings and profits thereon, less the authorized disbursement therefrom, shall constitute the Fund, which Fund and the Trust Agreement under which it is maintained, shall in all respects constitute a part of the Plan. The Company reserves the right to select, and from time to time to change, the Trustee or to adopt a different funding vehicle.

10.3 Prohibition Against Diversion of Funds - It shall be impossible by operation of the Plan, by natural termination of either, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by other means, for any part of the corpus or income of the Fund, or any funds contributed thereto, to inure to the benefit of the Company or otherwise be used for or diverted to purposes other than providing benefits to Participants and Beneficiaries and defraying reasonable expenses of administering the Plan except that:

(a) Except as the Board of the Company shall otherwise expressly determine, all contributions made by the Company to the Plan are and shall be conditioned on the qualification of the Plan under Section 501 of the Code, so that in the event of a denial of qualification at any date subsequent to the initial qualification of the Plan, the Trustee, within one year of the denial of qualification, shall return to the Company all contributions made after the effective date of the denial (less any Fund losses attributable thereto). An unfavorable determination shall be deemed to have occurred when appeal rights with respect thereto shall have expired or been waived or exhausted.

(b) The amount of any contribution made by the Company by reason of a mistake of fact (less any Fund losses attributable thereto) shall be returned by the Trustee to the Company within one year after the payment of the contribution.

(c) Upon termination of the Plan, the Trustee shall return to the Company the balance, if any, of the net assets of the Fund remaining, after all liabilities under the Plan have been satisfied, because of erroneous actuarial computations during the life of the Plan.

(d) The provisions of Section 10.3(a) shall not have any effect unless and until the Internal Revenue Service publishes rulings or regulations to the effect that said provisions will not adversely affect the qualified status of the Plan pursuant to Section 401(a) of the Code, in which case said provisions will have effect to the extent permitted under such rulings or regulations.

10.4 Spendthrift Provisions - No amount payable under the Plan will, except as otherwise specifically provided by law, be subject in any manner to anticipation, alienation, attachment, garnishment, sale, transfer, assignment (either at law or in equity), levy, execution, pledge, encumbrance, charge or any other legal or equitable process, and any attempt to do so will be void; nor will any benefit be in any manner liable for or subject to the debts, contracts, liabilities, engagements or torts of the person entitled thereto. The foregoing shall not preclude, and the Trustee (at the direction of the Company or to the extent necessary to comply with a directive of a court or other governmental agency of competent jurisdiction) shall honor: (i) the enforcement of a federal tax levy made pursuant to Section 6331 of the Code, (ii) the collection by the United States on a judgment resulting from an unpaid tax assessment, or (iii) the creation, assignment or recognition of a right to any benefit payable with respect to a Participant pursuant to a qualified domestic relations order (as defined in Section 414(p) of the Code). Further, the foregoing events shall not preclude any arrangement for: (i) the withholding of taxes from Plan benefit payments, (ii) the recovery by the Plan of overpayments of benefits previously made to a Participant, (iii) the transfer of benefit rights from the Plan to another plan, or (iv) the direct deposit of benefit payments to an account in a banking institution (if not part of an arrangement constituting an assignment or alienation).

Notwithstanding the foregoing, any Participant or Beneficiary may make any arrangement (so long as it is revocable at any time by the Participant or Beneficiary) whereby the Participant or Beneficiary assigns to the Company (i) all or any portion of a presently due benefit payment, or, (ii) once the Participant or Beneficiary begins receiving benefits, the right to up to 10% of any future benefit payment. The Company acknowledges to the Administrator that as to (i), it has no enforceable right in or to any Plan benefit payment or portion thereof under any such arrangement, except to the extent of payments actually received pursuant to the terms of the arrangement.

ARTICLE XI

ADMINISTRATION

11.1 Administrative Authority - Except as otherwise specifically provided herein, the Company shall have the sole responsibility for and the sole control of the operation and administration of the Plan, and shall have the power and authority to take all action and to make all decisions and interpretations which may be necessary or appropriate in order to administer and operate the Plan, including, without limiting the generality of the foregoing, the power, duty and responsibility to:

(a) Resolve and determine all disputes or questions arising under the Plan, including the power to determine the rights of Employees, Participants and Beneficiaries, and their respective benefits, and to remedy any ambiguities, inconsistencies or omissions;

(b) Adopt such rules of procedure and regulations as in its opinion may be necessary for the proper and efficient administration of the Plan and as are consistent with the Plan;

(c) Implement the Plan in accordance with its terms and the rules and regulations adopted as above;

(d) Direct the Trustee with respect to the crediting and distribution of the Fund, which are to be made only upon the basis of instructions from the Company pursuant to the terms of the Plan; and

(e) Establish and carry out a funding policy and method consistent with the objectives of the Plan, pursuant to which the Company shall determine the Plan's liquidity and financial needs and communicate them to the Trustee (or other fiduciaries who are charged with determining investment policy).

11.2 Company Administration - The Plan shall be operated and administered on behalf of the Company by an Administrator. The Administrator shall be governed by the following:

(a) In the absence of any designation to the contrary pursuant to Section 11.3, and subject to the power to delegate pursuant to this Section, the Administrator shall be the Board of the Company. Except as the said Board shall otherwise expressly determine, the Administrator shall have full authority to act for the Company before all persons in any matter directly pertaining to the Plan, including the exercise of any power or discretion otherwise granted to the Company pursuant to the terms of the Plan, other than (if the Administrator is not the Board) the power to amend or terminate the Plan, to determine Company contributions, to affect the employer-employee relationship between the Company and any Employee, and to retain and/or replace the Trustee, all of which powers are reserved to the Company unless expressly granted to the Administrator by the Board. Fiduciary duties, powers and responsibilities (other than those reserved with respect to management or control of Fund assets) may be allocated among the fiduciaries (if there be more than one) to whom such duties, powers and responsibilities have been delegated, so long as such allocation is pursuant to action of the Board or by written agreement executed by the involved fiduciaries and approved by the Board, in which case, no such fiduciary shall have any liability, with respect to any duties, powers or responsibilities not allocated to him, for the acts or omissions of any other fiduciary. Any person may serve in more than one fiduciary capacity under the Plan.

(b) The Administrator may appoint any persons or firms, or otherwise act to secure specialized advice or assistance as it deems necessary or desirable in connection with the administration and operation of the Plan; the Administrator shall be entitled to rely conclusively upon, and shall be fully protected in any action or omission taken by it in good faith reliance upon, the advice or opinion of such firms or persons. The Administrator shall have the power and authority to delegate from time to time by written instrument all or any part of its duties, powers or responsibilities under the Plan, both ministerial and discretionary, as it deems appropriate, to any person, and in the same manner to revoke any such delegation of duties, powers or responsibilities. Any action of such person in the exercise of such delegated duties, powers or responsibilities shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. Further, the Administrator may authorize one or more persons to execute any certificate or document on behalf of the Administrator, in which event any person notified by the Administrator of such authorization shall be entitled to accept and conclusively rely upon any such certificate or document executed by such person as representing action by the Administrator until such third person shall have been notified of the revocation of such authority. The Administrator shall not be liable for any act or omission of any person to whom the Administrator's duties, powers or responsibilities have been delegated, nor shall any person to whom any duties, powers or responsibilities have been delegated have any liabilities with respect to any duties, powers or responsibilities not delegated to him.

(c) All members of the Board, and/or Pension Plan Committee if one be appointed, shall use ordinary care and diligence in the performance of their duties pertaining to the Plan, but no member shall incur any liability: (1) by virtue of any contract, agreement, bond or other instrument made or executed by him or on his behalf as a member of the Board and/or Pension Plan Committee, (2) for any act or failure to act, or any mistake or judgment made, by him with respect to the business of the Plan, unless resulting from his gross negligence or willful misconduct, or (3) for the neglect, omission or wrongdoing of any other member of the Board and/or Pension Plan Committee or of any person employed or retained by the Board and/or Pension Plan Committee. The Company shall indemnify and hold harmless each member from the effects and consequences of his acts, omissions and conduct in his official capacity with respect to the Plan, except to the extent that such effects and consequences shall result from his own willful misconduct or gross negligence.

(d) The Plan may purchase, as an expense of the Plan, liability insurance for the Plan and/or for its fiduciaries to cover liability or losses occurring by reason of an act or omission of a fiduciary, provided such insurance contract permits recourse by the insurer against the fiduciary in the case of breach of fiduciary obligation by such fiduciary. Any fiduciary may purchase, from and for his own account, insurance to protect himself in the event of a breach of fiduciary duty and the Company may also purchase insurance to cover the potential liability of one or more persons who serve in a fiduciary capacity with regard to the Plan.

(e) Nothing in the Plan shall be construed so as to prevent any fiduciary from: (1) receiving any benefit to which he may be entitled as a Participant or Beneficiary,

(2) receiving any reasonable compensation for services rendered, or for the reimbursement of expenses properly incurred in the performance of his duties under the Plan (except that no person so serving who receives compensation as an Employee shall receive compensation from the Plan, except for reimbursement of expenses properly incurred), or (3) serving as a fiduciary in addition to being an officer, employee, agent, or other representative of the Company or any related entity.

11.3 Pension Plan Committee - The Board of the Company shall have the right to designate and appoint a committee, to be known as the Pension Plan Committee, as Administrator. Except to the extent that the Board has retained any power or authority, or allocated duties and responsibilities to another administrator or other fiduciary, said Committee shall have full power and authority to administer and operate the Plan in accordance with its terms and in particular the authority contained in this ARTICLE XI, and, in acting pursuant thereto, shall have full power and authority to deal with all persons in any matter directly connected with the Plan, including, but not limited to, the Trustee, other fiduciaries, other insurance companies, investment advisors, other advisors and specialists, Participants, Beneficiaries and their representatives, in accordance with the following provisions:

(a) The Committee shall consist of one or more individuals designated by resolution of the Board. Subject to his right to resign at any time, each member of the Committee shall serve at the pleasure of the Board, and the Board may appoint, and may revoke the appointment of, additional members to serve with the Committee as may be determined to be necessary or desirable from time to time. Each member of the Committee, by accepting his appointment to the Committee, shall thereby be deemed to have accepted all of the duties and responsibilities of such appointment, and to have agreed to the faithful performance of his duties thereunder.

(b) The Committee shall adopt such formal organization and method of operation as it shall deem desirable for the conduct of its affairs. The Committee shall act as a body, and the individual members of the Committee shall have no powers and duties as such, except as provided herein; the Committee shall act by vote of a majority of its members at the time in office, either at a meeting or in writing without a meeting.

(c) Except as set forth in Section 11.9, the determination of the Committee on any matter pertaining to the Plan within the powers and discretion granted to it shall be final and conclusive on the Company, the Trustee, all Participants and Beneficiaries and all those persons dealing in any way or capacity with the Plan.

(d) Unless otherwise determined by the Company, the members of the Committee shall serve without compensation for services as such, but all expenses of the Committee shall be paid for in accordance with Section 11.8; such expenses shall include any expenses incident to the administration and operation of the Plan and to the functioning of the Committee, including, but not limited to, fees and other compensation to firms or persons retained for advice and assistance pursuant to Section 11.2(b).

(e) The Committee shall have the same powers of appointment and delegation as are set forth in Section 11.2(b).

11.4 <u>Mutual Exclusion of Responsibility</u> - Neither the Trustee nor the Company shall be obliged to inquire into or be responsible for any act or failure to act, or the authority therefor, on the part of the other.

11.5 <u>Uniformity of Discretionary Acts</u> - Whenever in the administration or operation of the Plan discretionary actions by the Company or the Administrator are required or permitted, such action shall be consistently and uniformly applied to all persons similarly situated, and no such action shall be taken which shall discriminate in favor of officers, shareholders or highly-compensated Employees.

11.6 <u>Fiduciary Standards</u> - The Administrator and all other persons in any fiduciary capacity with respect to the Plan shall discharge their duties with respect to the Plan: (a) solely in the interest of the Participants and Beneficiaries and for the exclusive purposes of providing benefits to Participants and their Beneficiaries and defraying reasonable expenses of administering and operating the Plan, (b) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, (c) in accordance with the documents and instruments governing the Plan.

11.7 Litigation - Except as may be otherwise required by law, no Participant or Beneficiary shall be entitled to any notice or service of process, and any final judgment entered in such action shall be binding on all persons interested in, or claiming under, the Plan.

11.8 Payment of Administration Expenses - Expenses incurred in the administration and operation of the Plan shall be paid by the Company or out of the Fund.

11.9 Claims Procedure - In the event that any Participant or Beneficiary (hereinafter referred to as the "Claimant") believes that he is entitled to a benefit under the Plan, and such benefit has not been paid or commenced, or if such benefit has been paid or commenced under terms or in an amount with which the Claimant is not in agreement, said Claimant shall have the right to file a written claim with the Administrator setting forth the reason he believes he is entitled to the benefit, or setting forth the nature of his dispute with the terms or amount of the benefit, as the case may be. Such claim shall be delivered or mailed to the Administrator.

Unless it is determined that the matter is to be resolved in accordance with the wishes of the Claimant as set forth in the claim, the Administrator shall provide the Claimant with a written notice setting forth the specific reason or reasons for the denial, specific reference to pertinent Plan provisions on which the denial is based, a description of any additional material or information necessary for the Claimant to perfect his claim and an explanation of why such material or information is necessary, and an explanation of the Plan's claim review procedure. If such a notice has not been provided to the Claimant within 90 days after the claim was received by the Company, and the claim has not been granted within such period of time, the claim shall be deemed denied and the Claimant shall be entitled to institute review procedures as hereinafter set forth, except that the 90 day period may in special circumstances be extended to 180 days provided that the Company so notifies the Claimant, before expiration of the initial 90 day period, in a written notice setting forth the reason for the extension and the estimated decision date.

For a period of 60 days following the date on which a Claimant has been provided with a notice of denial as aforesaid, the Claimant may appeal the denial by submitting to the Administrator a written request for a review by the Administrator of the denial. At any time prior to the filing of such an appeal, the Claimant shall have a right to review all pertinent documents (which shall be made available to the Claimant during normal business hours at his place of employment or such other place as may be reasonably designated by the Administrator). The Claimant shall have the right to submit to the Administrator, at any time during the duration of the review procedure, any written statement of issues and comments which the Claimant believes it relevant for the Administrator to consider. A decision by the Administrator shall be made promptly, and not later than 60 days after the Administrator's receipt of the request for review, unless special circumstances require an extension of time for processing, and the Administrator so notifies the Claimant in writing prior to the expiration of the initial 60 day period, in which case a decision shall be rendered as soon as possible but not later than 120 days after such receipt of a request for review. The Administrator's decision shall be set forth in writing and delivered to the Claimant and shall include specific reasons for the decision and specific references to the pertinent Plan provisions on which the decision is based. The Administrator's decision shall be final and binding on the Company, the Claimant, and all other parties claiming any interest under the Plan, and their heirs and assigns.

Any reference herein to the "Claimant" shall be deemed to include any person named by the Claimant as his duly authorized representative, provided that such representative delivers to the Company a written power of attorney or otherwise satisfies the Administrator that he has been duly authorized to act for the Claimant.

ARTICLE XII

AMENDMENT

12.1 Right to Amend - Upon authorization by resolution of the Board, the Company shall have the right to amend the Plan at any time with respect to any provisions thereof; and all parties thereto or claiming any interest thereunder shall be bound thereby.

12.2 Amendment Required by Federal Law - Notwithstanding the provisions of Section 12.1, the Plan and Trust may be amended at any time, retroactively if required, if found necessary in order to conform to the provisions and requirements of the Code, or any similar act or any amendments thereto or regulations promulgated thereunder; no such amendment shall be considered prejudicial to any interest of a Participant or Beneficiary hereunder.

ARTICLE XIII

TERMINATION

13.1 Right to Terminate - It is the present intention of the Company to maintain the Plan throughout the Company's corporate existence. Nevertheless, the Company reserves the right, at any time, to permanently discontinue further contributions to the Fund or to terminate the entire Plan.

13.2 Automatic Termination of Contributions - The liability of the Company to make contributions to the Fund shall automatically terminate upon liquidation of the Company, upon its adjudication as a bankrupt entity, upon the making of a general assignment for the benefit of creditors, or upon its merger into or consolidation with any other corporation or corporations and failure of the surviving corporation or consolidated corporation to specifically adopt and agree to continue the Plan.

13.3 Allocation and Distribution of Benefits – This Section shall become operative in any of the following events: (a) a complete termination of the Company's liability to make further contributions to the Fund; (b) a complete discontinuance of contributions by the Company to the Fund; or (c) a complete termination of the Plan. The provisions of this Section shall also become operative in the event of a partial termination of the Plan, but only with respect to that portion of the Plan attributable to the Participants to whom the termination is applicable. Upon the effective date of any such event, then, notwithstanding any other provisions of the Plan, no persons who were not theretofore Participants shall be eligible to become Participants, and, if such event is a termination of the Plan, all interests of Participants not theretofore vested shall become fully vested, subject to the remainder of this Section 13.3. The value of the interests of all Participants and Beneficiaries shall be determined and distributed to them as soon as is practicable after such termination or discontinuance, and the Company, shall have the same powers to direct the Trustee in making payments as are contained in ARTICLES V and VIII. The assets in the Fund shall be allocated for the purposes set forth herein and in the order set forth herein, to the extent the assets are sufficient therefor. The allocations may be implemented by distribution of Fund assets in cash or in kind, or by the purchase and distribution of insurance company annuity contracts, or by a combination of these methods. If the allocations produce a benefit of less than $250.00 per year for any Participant or Beneficiary, he may be paid, in lieu of such benefit, a lump sum which is the Actuarial Equivalent of such benefit. Upon termination of the Fund, all assets remaining in the Fund shall be liquidated. After deduction of expenses in liquidating and distributing the Fund, the balance of the Fund assets shall be allocated so as to provide the Accrued Benefits otherwise payable under the Plan pursuant to the order of priorities set forth in Section 4044(a) of the Employee Retirement Income Security Act of 1974 (ERISA), as if such provisions were applicable to the Plan as of the effective date of its termination. If any balance of Fund assets remains after all of the allocations are completed, and after all liabilities with respect to Participants and retired Participants and their Beneficiaries, if any, are satisfied, then the balance shall be returned to the Company.

As an alternative to immediate distribution of the Fund, the Company, in its discretion, and subject to the Company's option at any time to require the complete distribution of the Fund to the then Participants, may defer commencement of benefits to each Participant until such Participant reaches an event which would otherwise entitle him to benefit commencement pursuant to ARTICLE V, at which time the Company shall have the same powers to direct the Trustee in making payments as are contained therein.

The provisions set forth in this Section shall be subject to such modification, retroactively if required, without necessity of formal amendment to the Plan, as may be necessary in order to cause the termination of the Plan, and any distributions made pursuant thereto, to conform to any requirements which may be imposed by the Internal Revenue Service to prevent disqualification of the Plan, and no such modification shall be deemed prejudicial to the interest of any Participant or Beneficiary.

13.4 Successor to Company - In the event of the dissolution, merger, consolidation, sale of the assets, or reorganization of the Company, provision may be made by which the Plan will be continued by the successor entity, in which case such successor shall be substituted for the Company under the Plan. The substitution of the successor shall constitute an assumption of Plan liabilities by the successor, and the successor shall have all of the powers, duties and responsibilities of the Company under the Plan. If such action has not been taken within 90 days from the effective date of such transaction, the Plan shall terminate, and the provisions of Section 13.3 shall become operative.

13.5 Plan Combinations and Transfers - In the case of any merger or consolidation of the Plan with, or transfer of assets or liabilities of the Fund to, any other plan, the transaction shall be structured so that each Participant in the Plan would (if the Plan then terminated) receive a benefit immediately after the transaction which is at least equal to the benefit he would have been entitled to receive immediately before the transaction (if the Plan had then terminated).

ARTICLE XIV

MISCELLANEOUS

14.1 Limitations on Liability of Company - Neither the establishment of the Plan, nor any modification thereof, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any Participant or other person any legal or equitable right against the Company, any officer or employee thereof, the Trustee, except as provided by law, by any Plan provision or by the terms of any insurance or annuity policy. The Company does not in any way guarantee the Fund from loss or depreciation, nor does the Company guarantee the payment of any money which may be or become due to any person from the Fund. Any person having a right or claim under the Plan shall look solely to the Fund assets, and in no event shall the Company or its employees, officers, directors or stockholders be liable to any person on account of any claim arising by reason of the provisions of the Plan or of any instrument or instruments implementing its provisions, or for the failure of any Participant, Beneficiary or other person to be entitled to any particular tax consequences with respect to the Plan, the Fund or any contribution thereto or distribution therefrom. The Company shall not be liable to any person for failure on its part to make contributions as provided in Section 4.1, nor shall any action lie to compel the Company to make such contributions. Neither the Company nor its employees, officers or directors shall have any liability to any person by reason of the failure of the Plan to attain and/or maintain qualified status under Section 401(a) of the Code, regardless of whether or not such failure is due to any act or omission (willful, negligent or otherwise) of the Company or its employees, officers or directors.

14.2 Construction - The Plan is intended to comply with all requirements for qualification under Section 401(a) of the Code and, if any provision of the Plan is subject to more than one interpretation or construction, such ambiguity shall be resolved in favor of that interpretation or construction which is consistent with the Plan being so qualified. In case any provision of the Plan shall be held to be illegal or void, such illegality or invalidity shall not affect the remaining provisions of the Plan, but shall be fully severable, and the Plan shall be construed and enforced as if said illegal or invalid provisions had never been inserted herein. For all purposes of the Plan, where the context admits, words in the masculine gender shall include the feminine and neuter genders, the singular shall include the plural, and the plural shall include the singular. Headings of Articles and Sections are inserted only for convenience of reference and are not to be considered in the construction of the Plan. The laws of the United States of America and the State of Florida shall govern, control and determine all questions arising with respect to the Plan and the interpretation and validity of its respective provisions. Participation under the Plan will not give any Participant the right to be retained in the service of the Company nor any right or claim to any benefit under the Plan unless such right or claim has specifically accrued hereunder.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Company has caused this instrument to be executed in its name and on its behalf under seal this ____________day of __________, 2016.

ATTEST: SOUTH BROWARD HOSPITAL DISTRICT

___________________________________ By: ______________________________

Its: ______________________________

(SEAL)