

AMENDMENT NO. 1

RETIREMENT INCOME PLAN FOR GENERAL EMPLOYEES OF CITY OF PEMBROKE PINES

The Plan named above gives the Employer the right to amend it at any time. According to that right, the Plan is amended effective as of the date this amendment is signed by the Employer, as follows:

By adding the following after the last section of Article VI:

SECTION 6.05--RETIREE OPTIONAL FORM RE-ELECTION WINDOW.

The Employer is establishing a temporary window during which a Participant who previously has had an Annuity Starting Date may make a one-time irrevocable election of a new optional form of retirement benefit.

A Participant may make such election provided he meets all of the following requirements:

- (a) He had an Annuity Starting Date prior to October 1, 2014.
- (b) He did not have a spouse on his original Annuity Starting Date.
- (c) He had elected an optional form of retirement benefit that was other than a survivorship life annuity form of retirement benefit on his original Annuity Starting Date.
- (d) As of the effective date of this amendment, he now has a spouse, Domestic Partner or legal same-sex spouse and has complied with the necessary formal requirements of §34.05(D) of the City's Code of Ordinances.

A Participant who meets the requirements above shall receive notification of his eligibility for the re-election of the optional form of retirement benefit beginning as soon as administratively feasible following the date the Employer signs this amendment. The Participant will then have 30 days from the date such notification is mailed to request the applicable forms and payment amounts under the optional forms available for re-election from the Plan Administrator. The Participant's temporary window for the one-time, irrevocable re-election is a 30-day period beginning on the date such forms and information are mailed by the Plan Administrator.

A Participant who meets the requirements above may make a one-time, irrevocable election during the temporary window to re-elect his monthly retirement benefit to be paid under a survivorship life annuity with a survivorship percentage of 50%, 66 2/3%, 75% or 100% in lieu of the previous optional form elected on his original Annuity Starting Date. The re-elected optional form of retirement benefit, with respect to a Participant who makes such re-election, shall be the Actuarial Equivalent of his retirement benefit that would otherwise have been payable under the Normal Form on his original Annuity Starting Date. The monthly retirement payment beginning on the first day of the month after such re-election is received shall reflect the new monthly amount under the re-elected optional form of benefit.

Such Participant's election must be made during the temporary re-election window specified above, in writing, and on a form acceptable to the Plan Administrator.

Any such re-election shall be subject to the election provisions of the ELECTION PROCEDURES SECTION of this Article VI.

This amendment is made an integral part of the aforesaid Plan and is controlling over the terms of said Plan with respect to the particular items addressed expressly herein. All other provisions of the Plan remain unchanged and controlling.

Unless otherwise stated on any page of this amendment, eligibility for benefits and the amount of any benefits payable to or on behalf of an individual who is an Inactive Participant on the effective date(s) stated above, shall be determined according to the provisions of the aforesaid Plan as in effect on the day before he became an Inactive Participant.

Signing this amendment, the Employer, as plan sponsor, has made the decision to adopt this plan amendment. The Employer is acting in reliance on its own discretion and on the legal and tax advice of its own advisors, and not that of any member of the Principal Financial Group or any representative of a member company of the Principal Financial Group.

Signed this _____ day of _____, _____.

CITY OF PEMBROKE PINES

By _____

Title

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Signed this 8th day of February, 2017.

CITY OF PEMBROKE PINES
By Charles J. Dodge
2/8/17
Title

APPROVED AS TO LEGAL FORM
Dale Kohn
OFFICE OF THE CITY ATTORNEY
DATED: 2/6/17