

**ANNUITY FUND
OF THE
DOCTORS COUNCIL**

The Annuity Fund of the Doctors Council was established as of the 1st day of January 2001.

SECTION 1. DEFINITIONS

- 1.1 Account Balance:** The term “Account Balance” as used herein shall mean the total value of the Participant’s Individual Account as of a particular Valuation Date.
- 1.2 Alternate Payee:** The term “Alternate Payee” as used herein shall mean a spouse, child, or other dependent of a Participant who is recognized by a Qualified Domestic Relations Order as having a right to receive all, or a portion of, the benefits payable hereunder with respect to such Participant.
- 1.3 Annuitant:** The term “Annuitant” as used herein shall mean a Doctor who terminates employment and is receiving or is entitled to receive a benefit from the Annuity Fund.
- 1.4 Annuity Fund:** The term “Annuity Fund” as used herein shall mean the Annuity Fund of the Doctors Council as adopted by the Trustees and amended from time to time.
- 1.5 Beneficiary:** The term “Beneficiary” as used herein shall mean the person or persons designated by a Participant pursuant to the provisions of Section 7.5 hereof to receive such Participant’s Account Balance upon such Participant’s death.
- 1.6 City:** The term “City” as used herein shall mean the City of New York, including any of its agencies or affiliates, including the New York City Health and Hospitals Corporation.
- 1.7 Code:** Code as used herein shall mean the Internal Revenue Code of 1986, as amended from time to time.
- 1.8 Collective Bargaining Agreement:** The term “Collective Bargaining Agreement” as used herein shall mean the agreement in effect between the Doctors Council and the City pursuant to which the City has an obligation to contribute on behalf of Doctors to the Annuity Fund.
- 1.9 Contributions:** The term “Contributions” as used herein shall mean the amount of Employer Contributions and Rollover Contributions made to a Participant’s Individual Account.
- 1.10 Doctor:** The term “Doctor” as used herein shall mean a person employed by the City of New York as a doctor or any other “covered” title, as described in the applicable Collective Bargaining Agreement, for whom the City is obligated to make a contribution to the Annuity Fund pursuant to the Collective Bargaining Agreement.

- 1.11 Doctors Council:** The term “Doctors Council” as used herein shall mean the Doctors Council, Local 10MD, S.E.I.U., AFL-CIO.
- 1.12 Employer Contribution:** The term “Employer Contribution” as used herein shall mean the amount which the City is obligated to contribute to the Annuity Fund on behalf of each Doctor pursuant to the applicable Collective Bargaining Agreement.
- 1.13 Fund Share:** The term “Fund Share” as used herein shall mean the share, unit or other evidence of ownership in a Permissible Investment.
- 1.14 Individual Account:** The term “Individual Account” as used herein shall mean the account established for each Participant pursuant to Section 4 hereof.
- 1.15 Participant:** The term “Participant” as used herein shall mean any Doctor entitled to participate in the Annuity Fund pursuant to Section 2 hereof and any Annuitant with respect to whom any Individual Account is maintained under the Annuity Fund.
- 1.16 Permissible Investment:** The term “Permissible Investment” as used herein shall mean the investments specified by the Trustees as available for investment of assets of the Trust which may include group or collective investment funds maintained by the Sub-Trustee, or bank or insurance company fixed income contracts.
- 1.17 Plan Administrator:** The term “Plan Administrator” as used herein shall mean the administrator as designated by the Trustees to administer the Annuity Fund.
- 1.18 Plan Year:** The term “Plan Year” as used herein shall mean the twelve month period starting January 1st of each year and ending on December 31st of that year.
- 1.19 Qualified Domestic Relations Order or QDRO.** The term “Qualified Domestic Relations Order” or “QDRO” as used herein shall mean any judgment, decree, or order which is determined by the Plan Administrator to satisfy the requirements set forth in Section 414(p) of the Code.
- 1.20 Rollover Contribution:** The term “Rollover Contribution” as used herein shall mean a rollover contribution made by a Doctor in accordance with Section 3.2 hereof.
- 1.21 Self Directed Brokerage Account:** The term “Self Directed Brokerage Account” as used herein shall mean a brokerage account established on behalf of a Participant and which may be invested at the self direction of the Participant in any Permissible Investment.
- 1.22 Severance from Service:** The term “Severance from Service” as used herein shall mean the termination of employment by a Doctor from any type of employment as a Doctor by the City of New York for any reason or cause.

- 1.23 Sub-Trustee:** The term “Sub-Trustee” as used herein shall mean the service provider selected by the Trustees to maintain the Self Directed Brokerage Accounts for the Participants and provide related services.
- 1.24 Trust Agreement:** The term “Trust Agreement” as used herein shall mean the Declaration of Trust which established the Annuity Fund, originally entered into as of December 8, 2000, and any amendment or restatement thereof.
- 1.25 Trust Estate:** The term “Trust Estate” as used herein shall mean the assets of the Annuity Fund held in trust.
- 1.26 Trustees:** The term “Trustees” as used herein shall mean the Board of Trustees established by the Trust Agreement and the persons who at any time are acting in such capacity pursuant to the provisions of the Trust Agreement.
- 1.27 Valuation Date:** The term “Valuation Date” as used herein shall mean any date for revaluation of the Trust Estate and adjustments of the Individual Accounts held thereunder as determined in accordance with Section 4 hereof.

SECTION 2. PARTICIPATION

- 2.1** Each Doctor shall become a Participant upon meeting the eligibility requirements set forth in the applicable Collective Bargaining Agreement.
- 2.2** A Participant shall cease participation for all purposes in the Annuity Fund when such Participant no longer satisfies the participation requirements set forth in Section 2.1 above and is not eligible and will not become eligible to receive any further benefits from the Annuity Fund on account of such Participant’s prior employment as a Doctor.

SECTION 3. CONTRIBUTIONS TO THE TRUST FUND

- 3.1** The City shall make Employer Contributions to the Annuity Fund on behalf of each Doctor in accordance with the terms of the applicable Collective Bargaining Agreement.
- 3.2** Notwithstanding anything to the contrary elsewhere herein, with the consent of the Trustees or Plan Administrator, a Participant may make a Rollover Contribution. A Rollover Contribution shall mean a contribution to the Annuity Fund of an “eligible rollover distribution” within the meaning of Section 402(c)(4) of the Code. Effective for Participant Rollover Contributions of distributions made after December 31, 2002, the Annuity Fund will accept such Rollover Contributions from a qualified plan described in Section 401(a) or 403(a) of the Code, excluding after-tax employee contributions, an annuity contract described in Section 403(b) of the Code, excluding after-tax employee contributions, and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. The Annuity Fund will also accept a Participant Rollover

Contribution of the portion of a distribution from an individual retirement account or annuity described in Section 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be includible in gross income.

- 3.3** All Employer Contributions and Rollover Contributions shall be fully vested at all times.
- 3.4** All Employer Contributions and Rollover Contributions made hereunder are to be held by the Trustees in the Trust Estate in accordance with the provisions of the Trust Agreement and the Annuity Fund plan document, and are to be invested by the Trustees unless the Trustees allow Participants to direct the investment thereof in accordance with and pursuant to Section 4.3 hereof.

SECTION 4. INDIVIDUAL ACCOUNTS

- 4.1** An Individual Account shall be established for each Participant unless an Individual Account has already been so established. Each Individual Account shall consist of an Employer Contribution Account for Participants on whose behalf the City was obligated to contribute to the Annuity Fund and a Rollover Contribution Account for Participants who make a Rollover Contribution to the Annuity Fund.
- 4.2** All Contributions made to the Individual Account of a Participant shall be held by the Trustees for investment. The Individual Accounts of Participants shall be invested by the Trustees unless the Trustees allow Participants to direct the investment of all or a portion of their Individual Accounts in Fund Shares of Permissible Investments in accordance with and pursuant to Section 4.3 hereof.
- 4.3** If permitted by the Trustees, each Participant shall direct the investment of such Participant's Individual Account. In such event, the Trustees and the Plan Administrator shall have no discretionary authority over, and shall render no investment advice and make no recommendations with respect to, the investment of a Participant's Individual Account.

The Participant shall file initial investment instructions with the Plan Administrator or Sub-Trustee, on such form or pursuant to such procedure as the Trustees, the Plan Administrator or the Sub-Trustee shall prescribe. A Participant shall transmit subsequent investment instructions directly to the Sub-Trustee pursuant to rules and procedures established by the Sub-Trustee, the Trustees and the Plan Administrator, including, without limitation, by means of a telephone exchange system maintained by the Sub-Trustee for such purposes. If no initial election is made by the Participant, the Individual Account and future Contributions of such Participant shall be invested in the Permissible Investment designated for such purpose. If there is a change in Permissible Investments and a Participant does not make a new election, he will, subject to the provisions of the governing documents of the Permissible Investments involved, be deemed to have elected investment in the Permissible Investments most similar to those previously elected and in the same proportion as previously elected.

Subject to any procedures established by the Plan Administrator with respect to the Permissible Investments, a Participant may change his election of Permissible Investments with regard to future Contributions and current Individual Account values with such frequency and at such times as may be permitted by the Plan Administrator.

If any balance remains in the Individual Account of a Participant on such Participant's death, the Beneficiary of the Participant shall make decisions as to the investment of all or a portion of the Individual Account to which the Beneficiary is entitled to the same extent as if the Beneficiary were the Participant. To the extent required by a QDRO, an Alternate Payee shall make investment decisions with respect to all or the portion of the Participant's Individual Account to which the Alternate Payee is entitled to the same extent as if such Alternate Payee were the Participant.

The Trustees or the Plan Administrator shall have the right to direct the investment of the Individual Accounts of missing Participants, Beneficiaries and Alternate Payees, suspense accounts, and the Individual Accounts of Participants, Beneficiaries and Alternate Payees who fail to make investment decisions with respect to such Individual Accounts.

If the Trustees allow Participants to direct the investment of all or a portion of their Individual Accounts as described above, then each Participant (or, in the event of the Participant's death, the Participant's Beneficiary) and Alternate Payee shall be solely responsible for his or her investments under the Annuity Fund. The fact that a Permissible Investment is available under the Annuity Fund shall not be considered an investment recommendation. With respect to any investment election or other direction by a Participant (or, in the event of the Participant's death, the Participant's Beneficiary) or Alternate Payee, none of the Trustee, the Plan Administrator or the Sub-Trustee shall be under any duty to question or inquire into any such direction of a Participant (or, in the event of the Participant's death, the Participant's Beneficiary) or Alternate Payee or to advise such Participant, Beneficiary or Alternate Payee regarding the investment of amounts credited to the involved Individual Account. None of the Trustee, the Plan Administrator, or the Sub-Trustee shall be responsible or liable for any loss or expense which may arise from or result from compliance with any directions from the Participant (or, in the event of the Participant's death, the Participant's Beneficiary) or Alternate Payee.

4.4 Administrative expenses including expenses attributable to the maintenance of Individual Accounts and the acquisition and disposition of their investments shall be charged to the Individual Accounts, in accordance with Section 4.5.

4.5 The Account Balance in each Individual Account shall be determined as of a particular Valuation Date as follows:

- (a) The amount in the Individual Account, as of the previous Valuation Date, plus
- (b) The Contributions made on behalf of the Participant since the previous Valuation Date, less

- (c) Administrative costs assessed since the previous Valuation Date, less
- (d) Withdrawals actually made on behalf of the Participant since the previous Valuation Date, and
- (e) Adjusted to reflect changes in the fair market value of the investments selected by the Participant.

Valuation of the Annuity Fund's assets and Participants' Account Balances shall be determined on the basis of the most current net asset value.

- 4.6** As of the last day of each Plan Year, and as of any other date which the Trustees or Plan Administrator in their discretion may determine, the Sub-Trustee shall determine and report to the Trustees and Plan Administrator the net asset value of the Fund Shares and the net worth of each Participant's Individual Account and the Trust Estate. In determining the net asset value of each Participant's Individual Account and the Trust Estate, the Sub-Trustee shall value Fund Shares and assets at their fair market value. As of each Valuation Date, the Plan Administrator shall adjust the Individual Accounts of each Participant to reflect contributions, distributions, expenses, gains and losses attributable to the self-directed investments held in each Participant's Individual Account, in accordance with Section 4.5. The Plan Administrator shall follow a method consistently and uniformly applied to each Participant's Individual Account.
- 4.7** In no event and at no time shall the total amounts in all Individual Accounts at any Valuation Date, plus amounts previously allocated for expenses and reserves at that time, exceed the total net assets of the Trust Estate. Should such an event occur, then all existing Individual Accounts shall automatically be proportionately reduced so that the total of all Individual Accounts plus amounts allocated for expenses and reserves is not more than the total net assets.
- 4.8** Each Participant shall receive, no less than annually, a valuation statement for such Participant's Individual Account.
- 4.9** The fact that Individual Accounts are established and valued as of each Valuation Date shall not give any Participant or others any right, title or interest in the Annuity Fund, or its assets, or in the Individual Account, except at the time or times and upon the terms and conditions herein provided.
- 4.10** Notwithstanding any provision of the Annuity Fund to the contrary, the maximum Annual Addition (as defined below) that may be contributed or allocated to a Participant's Individual Account under the Annuity Fund for any Limitation Year (as defined below) shall not exceed the lesser of:
- (1) \$40,000, as adjusted for increases in the cost-of-living under Section 415(d) of the Code, or

- (2) 100 percent of the Participant's compensation (as defined by Section 415(c)(3) of the Code) from the City of New York for the Limitation Year.

The compensation limit referred to in (2) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Section 401(h) or Section 419A(f)(2) of the Code) which is otherwise treated as an Annual Addition.

All defined contribution plans of the City of New York shall, for purposes of these limitations, be considered as one plan. For these purposes, the "Limitation Year" shall mean the Plan Year unless another twelve consecutive month period is designated by the Trustees and "Annual Addition" shall mean the sum credited to an Individual Account during any Limitation Year determined in accordance with Section 415 of the Code and the Regulations promulgated thereunder, as amended from time to time.

If, as a result of the allocation of forfeitures, a reasonable error in estimating compensation, or other facts and circumstances to which Regulation 1.415-6(b)(6) shall be applicable, the Annual Addition under this Plan would exceed the maximum amount permitted under this Section, the excess amount will be held in a suspense account to be allocated to all Participants in succeeding Plan Years until the funds in the suspense account have been completely reallocated. No further contributions may be made to the Plan until the suspense account has been completely reallocated. No investment gains, losses or other income shall be allocated to the suspense account.

SECTION 5. BENEFITS AND ELIGIBILITY

- 5.1** Participants and Beneficiaries are entitled to the distribution of the Account Balance in the involved Individual Account as outlined in this Section.
- 5.2** If a Participant dies, the Account Balance shall be paid to such Participant's Beneficiary in one lump sum. If the designated Beneficiary is a spouse, the Account Balance may be eligible to be rolled over into an individual retirement account in accordance with Section 5.12 hereof.
- 5.3** A Participant becomes eligible for the distribution of his or her Account Balance upon Severance from Service. Unless a Participant elects to receive the Account Balance in his or her Individual Account in installment payments as set forth in Section 5.4 hereof, such Participant's Account Balance or any portion thereof shall be paid to such Participant in a lump sum. Such lump sum payment shall be made as soon as administratively practicable following the later of the Participant's Severance from Service or the Participant's submission of written notice to the Annuity Fund electing that all or a portion of such Participant's Account Balance be paid in such form.
- 5.4** In lieu of or in addition to a lump sum payment as described above, a Participant may submit a written notice to the Annuity Fund electing that all or a portion of such Participant's Account Balance be paid in the form of monthly or quarterly installments for a period designated by him, not to exceed one hundred and twenty (120) months. The

Plan Administrator shall, upon the later of the Participant's Severance from Service or the Participant's submission of written notice to the Annuity Fund so electing, pay all or a portion of the Participant's Account Balance in monthly or quarterly installments for the period of time elected by him or her. In the event a Participant fails to designate a period certain or designates a period exceeding one hundred and twenty (120) months, his or her Account Balance shall be paid in monthly installments over a period of one hundred and twenty (120) months. In the event the Participant dies before the full amount of such Participant's Account Balance has been paid to him or her under this Section, the remaining Account Balance shall be paid in a single lump sum to such Participant's Beneficiary as set forth in Section 5.2 hereof.

- 5.5** A Participant's Account Balance shall be distributed on the earlier of: (i) receipt of an election to receive his or her Account Balance in one lump sum and/or in installments as set forth in Sections 5.3 and 5.4 hereof; (ii) his or her death; or (iii) his or her attainment of age 70 as set forth in Section 5.6. All distributions from any Individual Account shall be made in accordance with and subject to the requirements of Section 401(a)(9) of the Code and the regulations promulgated thereunder, as amended from time to time.
- 5.6** Notwithstanding any provision of the Annuity Fund to the contrary, upon a Participant's attainment of age 70, the Participant's Account Balance shall be paid to him in one lump sum or, if so elected, in monthly or quarterly installments as set forth in Section 5.4 hereof.
- 5.7** Upon payment of the Account Balance in an Individual Account to a Participant, all rights of the Participant, and liabilities of the Annuity Fund to such Participant, shall cease.
- 5.8** In the event a Participant after Severance from Service returns to the employ of the City of New York as a Doctor, any installment payments to such Participant from the Annuity Fund shall cease. Such Doctor's Individual Account, in the amount then standing to such Participant's credit, shall thereupon be reactivated in accordance with the applicable provisions of Section 4 hereof. If no amount then stands to such Participant's credit, a new Individual Account shall be established for such Doctor in accordance with Section 4 hereof.
- 5.9** Unless the Participant elects otherwise, payment of benefits shall be made by earlier of: (i) one hundred and twenty (120) days after the Doctor has a Severance from Service; or (ii) sixty (60) days after the close of the Plan Year in which the Doctor has a Severance from Service.
- 5.10** Whenever the Plan Administrator shall make any distribution to or on behalf of a Participant from such Participant's Individual Account in accordance with the provisions of this Section 5 hereof, the amount so distributed shall be based upon the value of such Individual Account as of the Valuation Date coincident with the date of such distribution, and shall thereupon be charged against such Individual Account.

- 5.11** No money or other property of the Annuity Fund shall be paid out or distributed by the Trustees except (a) for the purchase or other acquisition of investments; (b) for defraying expenses, including taxes, if any, or administering the Annuity Fund and Trust Agreement or (c) for the purpose of making distributions or transfers to or for the account of Participants in accordance with this Annuity Fund plan document.
- 5.12** A Participant, upon Severance from Service, or an Alternate Payee or eligible Beneficiary may request a direct transfer of any or all of his or her benefits payable to an "eligible retirement plan" as defined in Section 402(f)(2) of the Code without being subject to the 20% income tax withholding described below. Any "eligible rollover distribution" as defined in Section 402(f) of the Code, which is not rolled over to an eligible retirement plan under this Section 5.12, is subject to a mandatory withholding of income tax in an amount equal to 20% of the distribution. In addition, the distributed benefit may be subject to a 10% additional tax on early distributions under Section 72(t) of the Code.
- 5.13** Notwithstanding any provision of this plan document to the contrary, if the present value of the Participant's Individual Account is \$5,000 or less, the benefit shall be paid in the form of a lump sum as soon as practicable following the event entitling the Participant to a distribution or, if the Participant so elects, as soon as practicable after the end of the Plan Year in which such event occurs. Effective January 1, 2003, the value of a Participant's nonforfeitable Account Balance shall be determined without regard to that portion of the Account Balance that is attributable to rollover contributions (and earnings allocable thereto) within the meaning of Sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), and 457(e)(16) of the Code. If the value of the Participant's nonforfeitable Account Balance as so determined is \$5,000 or less, the Annuity Fund shall immediately distribute the Participant's entire nonforfeitable Account Balance in the form of a lump sum as soon as practicable following the event entitling the Participant or his Beneficiary to a distribution.

SECTION 6. LOANS

- 6.1** No loans to Participants shall be permitted.

SECTION 7. GENERAL PROVISIONS

- 7.1** This Annuity Fund plan document was originally effective as of January 1, 2001.
- 7.2** As a condition to payment of any benefit under the Annuity Fund an application for such benefit must be made in writing in a form and manner prescribed by the Trustees.
- 7.3** Every Participant or Beneficiary shall furnish, at the request of the Trustees, any information or proof reasonably required for the administration of the Annuity Fund or for the determination of any matter that the Trustees may legitimately have before them. Failure to furnish such information or proof promptly and in good faith shall be sufficient reason for the suspension of benefits to such Participant or Beneficiary, until such time as

the proper information or proof is provided, but such suspension shall not result in the forfeiture of any benefits.

- 7.4** The Trustees shall be the sole judges of the standards of proof required for payment of benefits. In the application and interpretation of the provisions of this Annuity Fund plan document, the decisions of the Trustees shall be final and binding on all parties, including Participants, the Association, and Beneficiaries.
- 7.5** A Participant may designate a Beneficiary on a form provided by the Trustees and delivered to the Trustees at any time prior to the Participant's death. A Participant may change his or her Beneficiary (without the consent of the beneficiary) in the same manner. If no Beneficiary has been designated, or no Beneficiary has survived the Participant, distribution shall be made in the following order of preference: to the Participant's (a) spouse (b) children, in equal shares (c) parents, in equal shares, (d) brothers and sisters, in equal shares or (e) estate. If the designated Beneficiary survives the Participant but dies prior to receiving the full or remaining Account Balance in the Participant's Individual Account, then distribution shall be made to the estate of said designated Beneficiary.
- 7.6** In the event it is determined that any Participant or Beneficiary is unable to care for his or her affairs because of mental or physical incapacity, any benefit due such Participant or Beneficiary, unless claim therefore has been made by his or her legal guardian, committee, or legal representative, may be applied in the discretion of the Trustees for his or her maintenance and support, or the maintenance and support of such person's spouse and minor children.
- 7.7** No benefit provided under this Plan shall be subject to assignment, alienation, mortgage, pledge, attachment, levy, or anticipation in any form, provided however, that this provision shall not apply to benefits payable pursuant to a Qualified Domestic Relations Order or as otherwise required by law. Furthermore, a distribution to an Alternate Payee shall be permitted if such distribution is authorized by a Qualified Domestic Relations Order which has been qualified by the Plan Administrator even if the affected Participant has not severed from service and begun receiving benefits and has not reached "earliest retirement age" under the Annuity Fund. For the purposes of this Section, "earliest retirement age" shall have the meanings set forth in Section 414(p) of the Code. The Trustees shall adopt a written procedure to determine the qualified status of domestic relations orders and to administer distributions under such Qualified Domestic Relations Orders.
- 7.8** The Trustees may amend or modify the Annuity Fund plan document at any time in accordance with the Trust Agreement, except that no amendment or modification may reduce any benefits which have been approved for payment prior to amendment, so long as funds are available for payment of such benefits.

In no event shall any part of the funds of the Annuity Fund be used for or diverted to any purposes other than for the exclusive benefit of Participants, and their Beneficiaries.

- 7.9** In the event of any termination of the Annuity Fund and Trust for any reason, any previously unallocated funds shall be allocated to the Participants in accordance with the provisions of this document and the Trust Agreement. The allocation may be in cash or in the form of other Annuity Fund benefits. Upon such termination, the Trustees, after providing for the payment of any obligations of the Annuity Fund and of any Account Balance theretofore approved, shall pay each Participant, or Beneficiary, the Participant's entire interest in the Annuity Fund in a lump sum. In the case of any Participant or Beneficiary whose whereabouts is unknown, the Trustees shall notify such Participant or Beneficiary at the last known address of such Participant or Beneficiary by certified mail with return receipt requested advising such Participant or Beneficiary of his or her right to a pending distribution. Except as provided in the following sentence, if the Participant or Beneficiary cannot be located in this manner, the Trustees shall establish a custodial account for such Participant's or Beneficiary's benefit in a federally insured bank, savings and loan association, or credit union in which the Participant's or Beneficiary's account balance(s) shall be deposited. However, if proof of death of the Participant or Beneficiary satisfactory to the Trustee is received by them, they shall pay the balance to the Participant's Beneficiary or alternate Beneficiary. If a partial termination occurs, the provisions of this Section shall apply only to the part of the Annuity Fund that is terminated.
- 7.10** In the event that any Section or subsection of this Annuity Fund shall be determined by decision, act or regulation of a duly constituted body or authority to be in any respect invalid, that shall not nullify any of the other provisions, Sections or subsections of the Annuity Fund.

IMPORTANT INFORMATION

The following information describes how the Annuity Fund is managed and your right to information concerning the operation of the Annuity Fund.

The Annuity Fund is administered by a Board of Trustees consisting of members of the Executive Board of the Doctors Council. Mr. Daniel Donnellan, as representative of the Plan Administrator, has been designated as the agent for the service of legal process. Process can be served on Mr. Donnellan at the Annuity Fund Office (the address of which is set forth on the next page).

All Employer Contributions to the Annuity Fund are made by the City of New York in accordance with its Collective Bargaining Agreement with the Doctors Council. Those contributions, along with Rollover Contributions, and any income accruing thereto and any other monies or property belonging to the Annuity Fund are held in trust by the Trustees for the sole purpose of providing benefits to covered Participants and their Beneficiaries and defraying reasonable administrative expenses.

Benefits are provided through the Annuity Fund in accordance with the provisions of the Trust Agreement and the Annuity Fund document. The Annuity Fund's requirements with respect to eligibility as well as the circumstances that may result in disqualification or ineligibility for, or denial or loss of, any benefits are described in the Annuity Fund document.

You are entitled to:

- 1) **Examine**, without charge, at the Plan Administrator's office, all Annuity Fund documents, including insurance contracts, collective bargaining agreements, and copies of all documents filed by the Annuity Fund with the Comptroller of the City of New York, such as detailed annual reports and plan descriptions.
- 2) **Obtain** copies of all Annuity Fund documents and other Annuity Fund information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.
- 3) **Receive** a summary of the Annuity Fund's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.
- 4) **Receive** a statement telling you whether you have a right to receive a benefit at retirement, and if so what your benefit would be if you stopped working now. If you do not have a right to a benefit, the statement will tell you how much service you must render to become entitled to such a benefit. This statement must be requested in writing and is not required to be given more often than once a year.

In addition to creating rights for Participants, the Collective Bargaining Agreement and the Trust Agreement impose duties upon the Trustees and other persons who are responsible for the operation of the Annuity Fund. As fiduciaries, these individuals have a duty to operate the Annuity Fund prudently and in the interests of the Annuity Fund's Participants and their Beneficiaries.

No one, including your Employer, your Union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under the Annuity Fund. If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for denial. You have a right to have the Annuity Fund review and reconsider your claim. There are two steps you can take to enforce these rights. If you have a claim for benefits which is denied or ignored, in whole or in part, you may be able to file suit in a State or Federal Court. If it should happen that the Annuity Fund fiduciaries misuse the Annuity Fund's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit. The court will decide who should pay the court costs and legal fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about the Annuity Fund or your right to benefits under it, you should contact the Plan Administrator at the following address:

Annuity Fund Office
Doctors Council
50 Broadway, 11th Floor Suite 1101
New York, New York 10004

THE BOARD OF TRUSTEES

Frank P. Proscia, M.D.	Chairman
Robert Maslansky, M.D.	1 st Vice-President
Roberta Leon, M.D.	2 nd Vice-President
Howard Owens, M.D.	3 rd Vice-President
Harold Appel, M.D.	Trustee and Treasurer
Dorian Roye, M.D.	Trustee and Secretary