



MONTEFIORE MEDICAL CENTER 403(b) PLAN

SUMMARY PLAN DESCRIPTION
(restated as of January 1, 2018)

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MONTEFIORE MEDICAL CENTER 403(b) PLAN SUMMARY PLAN DESCRIPTION

I. Overview

Montefiore Medical Center (“Montefiore”) sponsors the Montefiore Medical Center 403(b) Plan (the “Plan”). The Plan is maintained for the benefit of employees of Montefiore and of Montefiore affiliated entities (each, an “Affiliate”) that is a participating employer in the Plan (each, a “Participating Employer”). See *References* (Section XIV(H)) for a list of Participating Employers. Montefiore and the Participating Employers are referred to together as an/the “Employer.”

This Plan allows employees of an Employer (each an “Employee”) to save for retirement on a pre-tax and/or Roth after-tax basis. If you are eligible, your Employer also may contribute toward your retirement through contributions to the Plan. You can direct the investments of contributions to your account among various alternatives.

This document constitutes the Summary Plan Description (“SPD”) for the Plan, as required by the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). This SPD describes the Plan as currently in effect. Its purpose is to supply a general overview of the provisions and features of the Plan, your rights, obligations, and benefits under the Plan. The complete terms of the Plan are contained in the Plan document. If there is any conflict between this SPD and the Plan document, the official Plan document governs.

Nothing in the Plan or in this SPD gives you any rights of continued employment with your Employer or any Affiliate. Your membership in the Plan does not prohibit changes in the terms of (or the termination of) your employment. The Plan may be amended or terminated by Montefiore at any time.

Note: Before 2018 there was both a Montefiore Medical Center Tax Deferred Annuity Plan and a Montefiore Medical Center Voluntary Tax Deferred Annuity Plan. Effective beginning January 1, 2018 those plans were merged; with the merged plan renamed the “Montefiore Medical Center 403(b) Plan.” Account balances under both of these prior plans, as applicable, are now part of the Plan.

II. Eligibility

A. *Your Payroll Directed Contributions*

All Employees of an Employer (i.e., does not include leased employees and independent contractors) may direct contributions to the Plan through payroll deductions. You can join the Plan for purposes of directing your payroll contributions on your first day of employment with your Employer or anytime thereafter.

B. *Your Employer Contributions*

To receive Employer contributions described in Section IV, you need to be an Eligible Employee; that is, you must:

- Complete one “Year of Eligibility Service”; and
- NOT be covered by a collective bargaining agreement unless the agreement provides for Employer contributions under this Plan; and
- NOT be earning benefit accruals under another retirement plan sponsored by an Employer.

One Year of Eligibility Service means:

- for Employees working at least 50% of a full-time schedule: 12 months of service for your Employer or any Affiliate; and
- for Employees working less than 50% of a full-time schedule, per diem Employees and sessions Employees: 1,000 hours of service for your Employer or any Affiliate during the 12-month period starting on your first day of employment or any calendar year thereafter.

Sessions Employees will be credited with 10 hours of service for each day in which he or she performs at least one hour of service. Sessions means a unit of work time encompassing a variable number of hours for which an exempt employee is paid a flat rate of pay.

In addition, once you are eligible, if you work less than 50% of a full-time schedule or are a sessions or per diem Employee, you must be credited with at least 500 hours of service in the Plan year to receive an employer contribution for that particular year.

III. Your Payroll Directed Contributions

A. Your Payroll Directed Contributions: Pre-Tax

A pre-tax contribution is a contribution to the Plan that you elect to have deducted from your paycheck **before** Federal and, in general, state and local income taxes. Pre-tax payroll contributions remain subject to Federal Social Security taxes. Upon distribution, pre-tax payroll contributions and earnings in your account will be subject to income taxation.

B. Your Payroll Directed Contributions: Roth After-Tax

A Roth contribution is a contribution to the Plan that you elect to have deducted from your paycheck **after** Federal, state and local, income taxes and Federal Social Security taxes are withheld. Upon distribution, Roth contributions and earnings on such contributions are not subject to additional taxation.

You may convert all or part of your pre-tax and Employer contributions into Roth after-tax contributions. Please contact Fidelity for more information.

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C. Limits on Payroll Directed Contributions

Subject to the following limits, you may elect to contribute up to 70% of your compensation (defined below, in whole percentages only) to the Plan on a pre-tax basis, Roth after-tax basis or a combination of the two. Your contributions cannot exceed the amount set by law (\$19,000 for 2019) plus any pre-tax catch-up contributions (see below). For years after 2019, the limit is subject to change for cost of living adjustments.

If you also participate in another employer's plan in the same year, the annual contribution limit above applies on an aggregate basis to both plans. If your contributions exceed the limit, you may request the Plan to pay any excess to you. You must tell Fidelity by March 1 of the following year if you want any excess paid to you.

D. Age 50 Catch-up Contributions

If you will attain age 50 by the end of the year, you may make additional contributions on a pre-tax or Roth basis (\$6,000 in 2019). After 2019, the maximum is subject to change for cost of living adjustments.

E. Special 403(b) Catch-up Contributions

If you have 15 or more years of service with Montefiore, you may make special pre-tax or Roth 403(b) catch-up contributions in the amount of the lesser of the following:

- \$3,000; or
- \$15,000 minus special 403(b) catch-up contributions made to the Plan in prior years; or
- \$5,000 times your years of service with Montefiore minus prior employee pre-tax and Roth contributions (other than age 50 catch-up contributions) to the Plan.

You must submit copies to your Human Resources Department of the Forms W-2 or Plan statements reporting your special 403(b) catch-up contributions and total contributions to the Plan so that the above limits may be calculated. If you are eligible for both age 50 catch-up contributions and special 403(b) catch-up contributions, the dollars that you contribute as catch-up contributions will first be treated as 15 years of service catch-up contributions to the maximum extent permissible, then as age 50 catch-up contributions.

F. How "Compensation" is Defined for Your Payroll Directed Contributions

Your payroll directed contributions are determined as a percentage of your taxable compensation reported on your Form W-2, increased by amounts you contribute to benefit plans sponsored by your Employer. Please ask Fidelity or your Human Resources Department, or see the Plan document, if you have a question about whether a specific item of compensation is included as part of your compensation.

G. Rollover Contributions

Under certain circumstances you may roll over an amount from another plan to this Plan. The amount comes from contributions made because of your past participation in that other plan. This allows you to continue to defer paying taxes on this money until you withdraw it. This is a rollover contribution and it becomes a part of your account.

The rollover contribution may come from:

- other qualified plans (including after-tax employee contributions); or
- tax sheltered annuity plans (including after-tax employee contributions); or
- governmental 457 plans; or
- individual retirement account(s) (“IRA”) if the amounts would be included in gross income.

H. Automatic Enrollment and Automatic Escalation

If you are a new-hire or re-hired and you take no action, you will be automatically enrolled (for the purpose of Employee directed pre-tax payroll contributions) in the Plan unless you are covered by a collective bargaining agreement or are classified as a “student” or “resident-non-medical.” You may opt out or change your election at any time. Your automatic enrollment election will be to:

- start approximately 90 days after your first day of employment;
- make pre-tax payroll contributions of 3% of your compensation;*
- automatically increase your pre-tax payroll contributions by 1% each January 1st until you are contributing 8% of your compensation to the Plan.

*Your automatic payroll contributions are 2% of your compensation if you were hired or re-hired between January 1, 2007 and December 31, 2011.

You will not be subject to automatic escalation unless you have been making contributions to the Plan for six (6) months as of January 1st.

Note: You may opt-out of automatic enrollment and automatic escalation at any time by contacting Fidelity.

I. Make-up Contributions for Qualified Military Service

After a period of qualified military service, you may be eligible to make up missed payroll directed contributions to the Plan when you return to work for Montefiore, as required by law. Please contact your Human Resources Department or Fidelity for more information.

J. Leaves of Absence

If your Employer continues to pay you during the leave, you can continue your payroll contributions to the Plan.

IV. Employer Contributions

Eligible Employees will receive Employer contributions based on their employee category, as follows. If you fit within more than one category, you will receive the highest Employer contribution among the categories for which you qualify.

A. Employer Contributions

(I) You will receive an Employer contribution of 10% of base compensation if you are employed at Eligible Employee at Montefiore Medical Center, Montefiore Health System, Inc. or Montefiore Medicine Academic Health System, Inc. as a/an:

- Executive Vice President; or
- Senior Vice President; or
- Vice President; or
- Associate Vice President; or
- Assistant Vice President; or
- Chairperson; or
- Vice Chairperson; or
- Physician; or
- Dentist; or
- Professionally appointed scientist and doctor of veterinary medicine; or
- Employee in a position classified as Grade K or above under the Montefiore Medical Center Management Position Evaluation System; or
- President of Montefiore Health System, Inc., Montefiore Medical Center, Children's Hospital at Montefiore Medical Center, or Montefiore IT.

(II) You will receive a contribution of 8% of base compensation if you are:

- an Eligible Employee who is classified as a non-union clerical employee and not accruing benefits under the Montefiore Medical Center Health Services Retirement Plan; or
- a non-union Eligible Employee employed at Montefiore Medical Center who:
 - is an exempt employee, other than a House Staff Officer; or
 - performs the duties of a physical therapist and is covered by the collective bargaining agreement with either:

- The Jack D. Weiler Hospital of the Albert Einstein College of Medicine Physical Therapists; or
- The New York Chapter of the American Physical Therapists Association.

(III) If you are an Eligible Employee of Montefiore Mount Vernon Hospital, Montefiore New Rochelle Hospital or Schaffer Extended Care Center, you receive a contribution of 4% of base compensation.

B. How “Base Compensation” is Defined for Employer Contributions

Your Employer contributions are determined as a percentage of your taxable compensation reported on your Form W-2, increased by amounts you contribute to benefit plans sponsored by your Employer, but excluding bonuses and overtime and certain other items. Please ask Fidelity or your Human Resources Department, or see the Plan document, if you have a question about whether a specific item of compensation is considered base compensation. Compensation above \$170,000 is not counted when calculating Employer contributions.

V. Vesting

Vesting refers to that portion of your account that you are entitled to receive when you leave Montefiore and its Affiliates.

A. Vesting

- Payroll Directed and Rollover Contributions: you are always 100% vested in your own pre-tax and Roth payroll and rollover contributions.
- Employer Contributions: your Employer contributions and earnings on such contributions vest after you perform 3 years of vesting service.

A year of vesting service means a period of twelve months of service beginning with your employment with Montefiore or its Affiliate and ending when you have a break in service. A break in service means a 12 consecutive month period during which you are not credited with an hour of service with Montefiore or an Affiliate. Vesting will continue during any period absence up to 12 months.

- However, your Employer contributions and earnings on such contributions will become immediately 100% vested if you are an Eligible Employee on the date you:
 - attain age 65, or
 - become disabled, or
 - die

You are “disabled” for this purpose if you are eligible for disability payments from the Social Security Administration or if you are eligible for benefits under the Medical Center’s long-term disability program.

B. What Happens if you Terminate Employment Before Vesting

If you terminate employment with Montefiore and its Affiliates before completing three years of vesting service and:

- you take a complete distribution of your payroll and rollover contributions, your employer contributions are forfeited immediately upon such distribution.
 - Note: if you are reemployed by Montefiore or an Affiliate before incurring five consecutive one-year breaks in service, your unvested Employer contributions will be reinstated if you repay to the Plan the payroll and rollover contributions distributed to you within five years of your reemployment date.
- you leave your payroll and rollover contributions in the Plan, your employer contributions are forfeited after you incur five consecutive one-year breaks in service.

A one-year break in service means you have terminated or otherwise been absent from Montefiore and its Affiliates for at least 12 months.

VI. Investments

The Plan offers a range of investment options with varying strategies and levels of risk. You have the discretion to develop a personal investment strategy and direct which options are best for you.

A. Your Investment Options

A list and description of the options available for your investment direction can be found at www.netbenefits.com/atwork. Prospectuses or other descriptions of each option are available from Fidelity. The TDA Plan Committee reviews the investment options and from time to time may change them. You will be told of these changes when they occur.

You can direct Fidelity as to the investment options in which your account balance is to be invested. If you do not provide investment direction, your account will be invested in the BlackRock LifePath Index Target Date Fund that has a targeted retirement date nearest your attainment of age 65.

Any contributions made to your account after you make your investment elections will be invested in accordance with your investment elections on file. You can at any time direct other investments by contacting Fidelity. Otherwise, your elections remain in effect until changed by contacting Fidelity.

B. You are Responsible for Investing Your Account

The Plan is intended to meet the requirements of ERISA Section 404(c). Under this Section, since you have the control over directing the investment of amounts credited to your account, neither the TDA Plan Committee, your Employer or any other person has any liability as a result of your exercising or failing to exercise control over the investment of your account.

Again, for detailed information about your investment options in the Plan (including prospectuses), please call or visit Fidelity online.

VII. Fees

Different fees are charged with respect to your account that you should be aware of:

Investment Fees: the different options charge different fees for the investment management services of that option. You can see what these fees are by calling or visiting Fidelity online.

Transaction Fees: these also may be a fee charged due to a transaction you direct involving your account; for example a fee for a loan or for a QDRO review. Again, check with Fidelity, by calling or online, to find out what fee may be applicable for a transaction you request.

Plan Administrative Fees: your account also is charged a fee for Plan recordkeeping and administrative expenses. This fee may vary from year to year and is deducted from your account on a quarterly basis.

VIII. Loans

As an active Employee, you may borrow against your vested account balance subject to the following terms and conditions.

A. Eligibility to Take a Loan

You must be an active participant in the Plan and have a vested account balance of at least \$2,000 to request a loan. No loans are allowed after you terminate employment. Contact Fidelity to request a loan from the Plan.

B. Loan Limits

You may have only one loan outstanding under the Plan at any given time. The minimum loan amount is \$1,000, and the maximum amount you can have outstanding is 50% of your vested account balance or \$50,000, whichever is less. This maximum amount is reduced by your highest outstanding loan balances in the previous 12 months under all 403(b) arrangements sponsored by Montefiore or its Affiliates, even if amounts have been repaid.

Any amounts you borrow as a loan will be taken pro-rata from your investment options. This means, for example, that if you have an equal account balance in four investment options, 25% of the loan amount will be from each investment option.

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C. Term of Loan

The term of the loan may not be more than five years, except for a loan used to purchase a primary residence which may extend up to twenty years.

D. Interest on Loans

When you borrow from your account, you pay it back to your account with interest. The interest makes up, in part, for the time your money was not earning investment returns in the Plan. This type of interest is not tax-deductible. Interest will be based on the prime rate plus 1%.

E. Making Loan Payments

Generally loan payments are deducted from your paycheck. However, if you are a per diem or sessions Employee, you must set up your loan payments through Automated Clearing House (ACH). You may pay off the entire outstanding loan balance at any time, without penalty, by contacting Fidelity. Partial pre-payments are also permitted.

It is your responsibility to pay back your loan. You need to monitor your payroll checks or bank account, as applicable, to be sure that your loan payments are withheld and that the payment amounts are correct. If they are not correct, you should immediately contact Fidelity. If the correct loan payments are not received by the Plan, your loan could go into a default status and the outstanding balance be treated as a taxable distribution to you. A loan default cannot be reversed.

F. Termination of Employment

If you terminate employment and do not take a distribution of your account, you may continue to make loan payments through ACH. If the balance of any outstanding loan is not paid within the timeframes set forth below, your loan will default. You also may transfer your loan to an eligible retirement plan of your new employer if that retirement plan accepts it in a direct rollover or in a trustee-to-trustee transfer.

G. Loan Default

A default occurs if:

- you fail to pay any required installment of principal and/or interest by the end of the quarter after the quarter in which the installment was due; or
- you die and the outstanding balance of your loan is not repaid, in full, by the end of the quarter after the quarter in which your death occurs; or
- the Plan is terminated.

Upon default, the entire principal loan balance and interest becomes immediately due and payable. The amount of the outstanding loan will be treated as a distribution and will be taxable

to you. To recover the amount due, the Plan reduces a part of your vested account available for distribution to you.

IX. Distributions

A. Overview

You may receive a distribution from your account when you terminate employment with Montefiore and its Affiliates. You also may receive a distribution while still an active Employee if you:

- have attained age 59½; or
- experience a financial hardship; or
- become disabled.

You may withdraw all or any part of your account resulting from rollover contributions at any time.

To request an in-service withdrawal, contact Fidelity directly.

B. Normal Form of Distribution

If you are married, your normal form of distribution will be a 50% qualified joint and survivor annuity (i.e., payments for your lifetime and then 50% of that amount is payable for the lifetime of your spouse if he or she survives you). If you are not married, your normal form of distribution will be a single life annuity (i.e., payments for your lifetime only).

C. Optional Forms of Distribution

You also may choose from the following optional methods of distribution (with your spouse's consent if you are married):

- lump sum equal to all or a portion of your account; or
- single life annuity with no benefits payable after your death; or
- a joint and survivor annuity; or
- a joint and survivor annuity with ten (10) years certain; or
- installments.

Information about your distribution options is available by contacting Fidelity online at www.netbenefits.com/atwork or by phone at (800) 343-0860.

D. When You Must Take a Distribution

You may leave your money in the Plan after you terminate employment where it will continue to defer taxation and participate in plan investments. However, the Internal Revenue Code's

minimum distribution rules require you to commence distribution of your account balance by April 1 following the year you (i) reach age 70½ or (ii) retire, whichever is later.

E. Hardship Distributions

You may withdraw from your Employee payroll contributions on account of financial hardship. Financial hardship means hardship due to immediate and heavy financial need for these reasons:

- to pay medical expenses; or
- to purchase your primary home (excluding regular mortgage payments); or
- to stop your eviction from or foreclosure on your primary home; or
- to pay tuition, related educational fees, and room and board expenses, for the next 12 months of post-secondary education; or
- to pay funeral or burial expenses; or
- to pay expenses to repair damage to your primary home that would be tax deductible; or
- any other distribution which is deemed by the Commissioner of the Internal Revenue Service to be made on account of immediate and heavy financial need as provided in the Treasury regulations.

Please contact Fidelity for additional definitions, terms and conditions. Generally, hardship withdrawals are subject to ordinary income tax, with 10% of the withdrawn amount withheld for Federal income taxes. If you take money out of the Plan before reaching age 59½, you may also be subject to a 10% Federal tax penalty on the taxable part of your withdrawal. This penalty is paid when you file your yearly tax return. You should consult your tax advisor for more information.

F. Death

In the event of your death before you have elected a payment form, your account will be paid to your designated beneficiary or beneficiaries. If you are married, your spouse is automatically your beneficiary. You may name a different beneficiary if your spouse consents in a written, notarized statement.

You may name or change your beneficiary and choose an optional form for death benefit to your beneficiary at any time by contacting Fidelity online at www.netbenefits.com/atwork or by phone at (800) 343-0860.

G. Disability

In general, you are considered “disabled” for purposes of your eligibility to take a distribution if you are eligible for disability payments from the Social Security Administration or if you are eligible for benefits under Montefiore’s long-term disability program.

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However, if you are a member of the 1199 Service Employees International Union, you are considered “disabled” for purposes of taking a distribution if you are eligible for disability payments from the Social Security Administration or if, in the discretion of the Plan Administrator or the TDA Plan Committee, you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration.

X. Qualified Domestic Relations Order (QDRO)

A. Assigning Your Benefits to Others

Generally, benefits under the Plan cannot be assigned, transferred, or pledged to someone else. However, the Plan does make an exception for a Qualified Domestic Relations Order (QDRO). A domestic relations order is a court judgment, decree, or order that provides child support, alimony payments, or marital property rights. If it meets certain regulations to be considered a “qualified” domestic relations order, the order may give all or part of your Plan benefits to an alternate payee. An alternate payee is your spouse, former spouse, child, or dependent (Alternate Payee). In order to be a QDRO, the domestic relations order must be court ordered, include certain information, and meet certain requirements.

B. Procedures for Processing QDROs

Upon receipt of a domestic relations order, Fidelity will notify you and the Alternate Payee, in writing, of receipt of the order and provide a copy of the QDRO processing procedures. A hold will be placed on your account prohibiting distributions and withdrawals of the account until the domestic relations order has been determined to be qualified.

Within a reasonable period after receipt of the domestic relations order, Fidelity will determine whether the order constitutes a qualified domestic relations and notify you and the Alternate Payee, in writing, of such determination at the addresses specified in the order. If information is missing, you and the Alternate Payee would be notified in writing of the changes that would need to be made to the order.

C. Where to Send Domestic Relations Orders

A domestic relations order may be sent to Fidelity at:

Fidelity Workplace Services, LLC
QDRO Administration Group
P.O. Box 770001
Cincinnati, OH 45277-0066
ATTN: Montefiore Medical Center

Additional information can be found at: <https://qdro.fidelity.com/>

XI. Taxes

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The following is a general overview of the federal tax consequences of participating in the Plan. Tax consequences can vary depending upon personal circumstances and Plan elections. No attempt has been made to describe the various state and local tax consequences which could be important to your overall planning. For these reasons, you should consider your own individual situation and consult with your tax advisor and/or financial planner when making any withdrawal or distribution election under the Plan.

A. Tax Features of Plan Participation

Your pre-tax payroll directed contributions are deducted before Federal, and, in general, state and local, income taxes are withheld. Pre-tax payroll deductions remain subject to Federal Social Security taxes. Roth contributions are deducted after Federal, state and local, and Federal Social Security taxes are withheld.

B. Tax Credits for Plan Participation

Depending on your adjusted gross income level and your filing status, you may be eligible for a tax credit on your Federal income taxes equal to a percentage of your contributions. A tax credit reduces the Federal income tax you pay dollar-for-dollar. You should consult your tax advisor if you have any questions regarding your eligibility for a tax credit.

C. Taxes on Distributions

When you receive a withdrawal or distribution from your account, you are subject to Federal income taxes (and possibly state and local taxes) on pre-tax and Employer contributions unless the distribution is transferred to another qualified employer account or an IRA.

Roth contributions are not taxed since, as noted above, they were taxed when first contributed. The investment earnings on Roth contributions will not be subject to tax in a “qualified distribution,” which is a distribution: (1) after you have attained age 59½, become disabled or died; and (2) you have completed five years of participation in the Roth after-tax contribution account. The five-year period required for a “qualified distribution” is the period of five consecutive calendar years that begins with the first calendar year in which you make a Roth after-tax contribution. This period continues to run even if you do not make any further Roth after-tax contributions. If the distribution is not a “qualified distribution,” the investment earnings on the Roth after-tax contributions will be subject to tax.

If you are younger than age 59½, you generally owe an additional 10% penalty tax on the taxable portion you receive. However, the 10% penalty tax does not apply if:

- you are at least age 55 upon your termination of employment; or
- you receive a distribution because you are disabled; or
- distribution is made to a former spouse or dependent under a QDRO; or
- you die and distribution is made to your beneficiaries.

If you take your distribution in a lump sum (or installment payments over fewer than ten (10) years), you may be able to defer income taxes (and avoid the 10% Federal tax penalty) by rolling your benefit distribution into an IRA or an eligible retirement plan with another employer.

However, minimum required distributions starting after attaining age 70½ may not be rolled over and are subject to taxation upon distribution. Rollovers of pre-tax contributions to a Roth IRA are also subject to tax.

XII. Claim and Appeal Procedures

A. Overview

To apply for benefits, complete all necessary forms and supply needed information as instructed by Fidelity. If you disagree with any determination with respect to your Plan benefit, you are required to exhaust Plan claim and appeal procedures before filing a lawsuit in any court.

The first step in the event of your disagreement is for you to file your claim with the Plan Administrator. The Plan Administrator then will review and decide your claim within 90 days of receipt (45 days if your claim relates to your disability status for distribution purposes), unless the Plan Administrator determines that special circumstances require an extension of time for processing the claim. If an extension is required, you will receive a written notice of the extension before the end of the initial 90-day or 45-day period, as applicable, that indicates the special circumstances requiring the extension and the date by which the Plan Administrator expects to make a decision. The notice of extension shall explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues. You will have at least 45 days to provide the specified information.

B. Adverse Benefit Determination

If all or part of your claim is refused, you will be notified in writing. The notice will provide you with the following information:

- why your claim was refused;
- the specific provisions of the Plan governing the decision;
- any additional information needed to perfect your claim and why such information is needed; and
- what steps you should take to have your claim reviewed, including a statement of your right to bring a civil action under 502(a) of ERISA following an adverse benefit determination on review.

If your claim relates to your disability status (for distribution purposes), the notice also will contain the following:

- internal rule, guideline, protocol, or other similar criterion relied upon in making the adverse determination, if applicable;
- if applicable, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances or a statement that such an explanation will be provided free of charge upon request;
- If you are a member of the 1199 SEIU, a discussion of the decision including an explanation of the basis for disagreeing with or not following:
 - the views of health care professionals treating you or vocational professionals who evaluated you;
 - the views of the medical and vocational experts whose advice was obtained on behalf of the Plan; and
 - a Social Security Administration disability determination, if any, presented to the Plan by you.

C. Appeal

If your claim is denied, you have 60 days after receiving the written notice of denial to file an appeal with the TDA Plan Committee (180 days if your claim relates to a question as to your disability status). You or your representative may submit written comments, documents, records, and other information relating to the claim for benefits. Upon request and free of charge, you or your representative may have reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. A document, records, or other information is relevant to a claim for benefits if it:

- was relied upon in making the benefit determination; or
- was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such documents record, or other information was relied upon in making the benefit determination; or
- demonstrates compliance with the administrative processes and safeguards in making benefit determinations.

If your claim relates to your disability status (for distribution purposes), your review also:

- will not afford deference to the initial adverse benefit determination and will be conducted by a named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual; and
- will be conducted in consultation with a health care professional who has appropriate training and experience in the field of medicine involved (and who was neither consulted in connection with the adverse benefit determination that is the subject of the appeal, nor is the subordinate of any such individual) if you are

appealing an adverse benefit determination that is based in whole or in part on a medical judgment; and

- will identify the medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination.

The review by the TDA Plan Committee will take into account all comments, documents, records, and other information that you submit relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The TDA Plan Committee will make a decision on your appeal within 60 days of your appeal (45 days if you are appealing a denied claim as to disability status). If the TDA Plan Committee determines that special circumstances require an extension of time for processing the claim, you will receive a written notice of the extension before the end of the initial 60- or 45-day period, as applicable. The extension notice shall indicate the special circumstances requiring the extension and the date by which the Plan expects to render the determination on review.

D. Adverse Determination on Appeal

If all or part of your appeal is refused, you'll be notified in writing. The notice will provide you with the following information:

- why your appeal was refused; and
- the specific provisions of the Plan governing the decision; and
- a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant (as defined above) to your claim for benefits; and
- a statement describing any voluntary appeal procedures offered by the Plan and your right to obtain information about such procedures, as well as a statement of your right to bring a civil action under 502(a) of ERISA.

If your claim relates to your disability status (for distribution purposes), the notice of adverse determination also will contain the following:

- internal rule, guideline, protocol, or other similar criterion relied upon in making the adverse determination, if applicable; and
- if applicable, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances or a statement that such an explanation will be provided free of charge upon request; and
- the following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be

available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency;” and

- If you are a member of the 1199 SEIU, a discussion of the decision including an explanation of the basis for disagreeing with or not following:
 - the views presented to the Plan of health care professionals treating you or vocational professionals who evaluated you;
 - the views of the medical and vocational experts whose advice was obtained on behalf of the Plan, without regard to whether the advice was relied upon in making the benefit determination; and
 - a Social Security Administration disability determination, if any, presented to the Plan by you; and
- If you are a member of the 1199 SEIU, the notification will also include a statement that you have the right to bring civil action under ERISA Section 502(a) following a denial upon appeal and a description of any applicable Plan-imposed limitations period, including the calendar date when the limitations period will expire.

You may not file any lawsuit or legal action more than 12 months from the date of the final denial of your claim on appeal. If you do not engage in or exhaust the claim and appeal procedures, any lawsuit or legal action that you wish to bring must be filed within 12 months of the date of the alleged facts or conduct giving rise to the claim.

XIII. Important Facts

A. Legal Rights

As a participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants are entitled to:

- Examine, without charge, at the Plan Administrator’s office, all Plan documents, including collective bargaining agreements and copies of all documents filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration, such as the latest annual report (Form 5500 series).
- Obtain copies of documents governing the operation of the Plan and copies of the latest annual report (Form 5500 series) and an updated summary plan description upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan’s annual financial reports. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called fiduciaries of the Plan, must do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for benefits is denied or ignored, in whole or in part, you have a right to know the reason, to obtain without charge copies of documents relating to the decision, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For example, if you request materials from the Plan Administrator and do not receive them within 30 days, you may file suit in a Federal court. In such case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 per day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in a Federal court. If it should happen that Plan fiduciaries misuse the Plan'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 in a Federal court.

The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim to be frivolous.

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA or, if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest area office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or at the address below:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue N.W.
Washington, D.C. 20210

Montefiore Medical Center 403(b) Plan
Contact Fidelity online at www.netbenefits.com/atwork or by phone at (800) 343-0860

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

B. Plan Termination

Although Montefiore intends to continue the Plan indefinitely, Montefiore reserves the right to change or terminate the Plan at any time by action of the Finance Committee of its Board of Trustees. If the Plan is terminated, all contributions would stop. Your vested account would be paid as soon as possible after the termination. Participating Employers can withdraw from participation in the Plan at any time.

C. No PBGC Coverage

The Plan is not eligible for insurance coverage of benefits by the Pension Benefit Guaranty Corporation, which is a governmental agency established to provide insurance for certain other employee benefit plans.

D. Assignment of Benefits

Your benefits can be assigned only under: (1) a Qualified Domestic Relations Order; (2) certain Internal Revenue Service levies; or (3) a court judgment or settlement agreement that, with respect to the Plan, you have engaged in a crime or committed a breach of any fiduciary duties you have under the Plan.

E. Disability

If you become disabled, your Employer contributions become immediately 100% vested (See Section V(A) above) and you are entitled to take a distribution from your account (See Section IX(G) above). For more information, please contact Fidelity.

XIV. References

A. Formal Plan Name

Montefiore Medical Center 403(b) Plan

B. Plan Type

403(b) Plan

C. Employer Identification Number

13-1740114

D. Plan Identification Number

008

Montefiore Medical Center 403(b) Plan

Contact Fidelity online at www.netbenefits.com/atwork or by phone at (800) 343-0860

E. Effective Date of the Plan

January 1, 1975

F. Plan Year

All plan records are maintained on a calendar year basis (January 1 to December 31).

G. Plan Sponsor

Montefiore Medical Center
111 E. 210th Street
Bronx, NY 10467
(718) 920-4321

Montefiore has general responsibility for settlor actions with respect to the Plan, such as its amendment or termination. Such responsibility is exercised on behalf of Montefiore Medical Center by the Finance Committee of its Board of Trustees. However, the TDA Plan Committee has been delegated authority to amend the Plan in any manner that: (a) does not materially affect Plan costs, (b) is appropriate to facilitate Plan administration, or (c) is required under the Internal Revenue Code, the Employee Retirement Income Security Act of 1974, as amended, or other applicable law.

H. Participating Affiliates

Montefiore IT
Three Odell Plaza
Yonkers, NY 10701
(914) 457-6000

Montefiore Health System, Inc.
555 South Broadway
Tarrytown, NY 10591
(718) 920-4321

Montefiore Medicine Academic Health System, Inc.
555 South Broadway
Tarrytown, NY 10591
(718) 920-4321

Montefiore Mount Vernon Hospital
12 North Seventh Avenue
Mount Vernon, NY 10550
(914) 664-8000

Montefiore New Rochelle Hospital

Montefiore Medical Center 403(b) Plan
Contact Fidelity online at www.netbenefits.com/atwork or by phone at (800) 343-0860

16 Guion Place
New Rochelle, NY 10801
(914) 632-5000

Schaffer Extended Care Center
16 Guion Place
New Rochelle, NY 10801
(914) 632-5000

I. Service of Legal Process

Montefiore Medical Center
Attn: Paul Keller
111 E. 210th Street
Bronx, NY 10467
(718) 920-5779

Process also may be served on the Plan Administrator.

J. Plan Administrator

The System Senior Vice President and Chief Human Resources Officer (“SSVP-CHRO”) of Montefiore Medical Center
111 E. 210th Street
Bronx, NY 10467
(718) 920-5779

The Plan Administrator also may delegate responsibilities to Montefiore’s Vice President, Human Resources, Total Rewards.

The Plan Administrator has delegated day-to-day nondiscretionary administrative duties for the Plan to Montefiore Health System’s Human Resources Department under the supervision of the SSVP-CHRO. In general, any questions about the Plan should be directed to Fidelity or your local Human Resources Department.

The Plan Administrator has discretion to construe or interpret the Plan; provided, however, if any interpretation before the Plan Administrator is the subject of an appeal before the TDA Plan Committee, the TDA Plan Committee’s interpretation shall govern. The discretion of the Plan Administrator and the TDA Plan Committee shall not be overturned unless found by a court of competent jurisdiction to be arbitrary and capricious.

K. Named Fiduciary for Investments

TDA Plan Committee, Attn: Paul Keller
c/o Montefiore Medical Center
555 South Broadway

Montefiore Medical Center 403(b) Plan
Contact Fidelity online at www.netbenefits.com/atwork or by phone at (800) 343-0860

Tarrytown, NY 10591

The TDA Plan Committee is the named fiduciary of the Plan for investment purposes. The TDA Plan Committee is responsible for selecting and monitoring the funds available for participant-directed investment under the Plan.

L. Plan Custodian

Your payroll contributions and Employer contributions are held by a custodial account held with Fidelity Management Trust Company, the Plan custodian. Fidelity can be reached at P.O. Box 770003, Cincinnati, OH 45277-0065

M. Plan Recordkeeper

Fidelity Workplace Services LLC

The information contained herein has been provided by Montefiore Medical Center and is solely the responsibility of Montefiore Medical Center.

Montefiore Medical Center 403(b) Plan
Contact Fidelity online at www.netbenefits.com/atwork or by phone at (800) 343-0860