

Jefferson Defined Contribution Retirement Plan

Summary Plan Description

Issued April 2017

This version of the Summary Plan Description (“SPD”) is for employees, participants (and their beneficiaries) who are or were full-time senior administrators or full-time faculty members, except for Adjunct, Distinguished, Visiting, Honorary and Emeritus faculty. This version of the SPD also covers faculty members participating in the Thomas Jefferson University Phased Retirement Plan. Other classes of employees are also eligible for the Plan and receive different versions of the SPD.

**Jefferson Defined Contribution Retirement Plan
Summary Plan Description**

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Jefferson Defined Contribution Retirement Plan Summary Plan Description

Introduction

The Jefferson Defined Contribution Retirement Plan was adopted by Thomas Jefferson University (the “University”) to provide retirement benefits for its eligible employees and the eligible employees of participating affiliates. The Plan is a continuation of the Thomas Jefferson University Defined Contribution Plan that was established on January 1, 2014 for the benefit of eligible employees of Thomas Jefferson University.

Any account balances that you had under the following plans were transferred to the Plan at the close of business on December 31, 2015 as a result of plan mergers:

- The Thomas Jefferson University Hospitals, Inc. Defined Contribution Pension Plan
- The Thomas Jefferson University Voluntary 403(b) Tax Deferred Annuity Program
- The Thomas Jefferson University Hospitals, Inc. Voluntary 403(b) Tax Deferred Annuity Program
- The Thomas Jefferson University Retirement Plan for Faculty and Senior Administrative Staff
- The Thomas Jefferson University Hospitals, Inc. Retirement Plan for Senior Administrative Staff

The Plan allows you to save for retirement by deferring a percentage of your eligible compensation to the Plan on a pretax basis. Your employer also makes contributions to the Plan based on a percentage of your eligible compensation that varies based on your age, which you may receive even if you do not contribute to the Plan.

Contributions under the Plan will be used to purchase annuity accounts or custodial accounts through TIAA. The Plan is a defined contribution plan that is intended to comply with the requirements of section 403(b) of the Internal Revenue Code of 1986, as amended (the “Code”) and applicable regulations.

This summary plan description (“SPD”) is designed to give you a brief description of the retirement benefits available to participants in the Plan without going into all of the refinements and details in the Plan document. The legal rights and obligations of any person having an interest in the Plan are determined solely by the provisions of the Plan document. In the event of any discrepancy between this SPD and the official Plan document, the Plan document (including any amendments to the Plan document) will always control. The SPD is not meant to interpret, extend, or change the provisions of the Plan document in any way.

The Plan confers no right to employment. As you read through this description of the Plan, you may come across some words and phrases that have special meanings within the context of the

Plan. To help you understand them, definitions of these terms have been included in a glossary below. The SPD describes the terms of the Plan as in effect as of January 1, 2017, and should be retained as part of your permanent records.

The University reserves the right to amend or terminate the Plan at any time and for any reason as described under “Additional Information About the Plan.”

If you have any questions, need additional information about the Plan, or wish to see a copy of the official Plan document please contact the Benefits Office at (215) 503-1866.

Glossary

The following terms have a special meaning in the Plan. Please refer to this glossary when a capitalized term appears in the text of this SPD.

A **Break in Service** means a Plan Year in which you have not completed 500 Hours of Service.

Compensation means your base wages or regular salary from the Employer, including any incentive compensation that is paid under a formal written program that provides that bonuses will become payable if certain predetermined goals and objectives are satisfied for a predetermined performance period, before any reduction for your pretax contributions to this Plan, and before any reductions to pay for health insurance premiums or credited to a medical or dependent care flexible spending account or qualified transportation fringe benefit plan. Compensation does not include (i) overtime, (ii) bonuses (except as otherwise provided above), (iii) deferred compensation (except as otherwise provided above), (iv) short-term disability payments excluded from federal taxable income, (v) pay for shift differential, (v) pay for weekend differential, (vi) call pay, (vii) worked call pay, (viii) severance payments, or (ix) any other form of supplemental pay, or (x) pay received or accrued before you began participating in the Plan. Compensation taken into account under the Plan each Plan Year is limited by law. For 2017, the limit is \$270,000. This limit will be adjusted in future years from time to time by the IRS for cost-of-living increases.

If you are on a leave of absence as a result of active duty in the military service for a period of more than 30 days, any payments that you receive from your Employer during the period of your military service will be included in Compensation to the extent the payments would have otherwise been included in Compensation and do not exceed the amount that would have been paid to you if you had continued to perform services for your Employer.

An **Eligibility Year** generally means a twelve-month period counted from the date you first completed an Hour of Service (or the first day of any calendar year after that) in which you complete 1,000 Hours of Service. If you have prior service with Jefferson University Physicians, you will receive credit for any Eligibility Year completed with Jefferson University Physicians prior to the transfer of employment, and you will also receive credit for prior Hours of Service completed with Jefferson University Physicians as determined in accordance with the Plan’s administrative procedures. If you are employed by an Employer and Jefferson University Physicians at the same time, any hours of service credited to you under the Jefferson University Physicians Retirement Plan for eligibility purposes will be aggregated with any Hours of Service

you are credited with under the Plan for purposes of determining if you have completed an Eligibility Year.

You will be deemed to have completed an Eligibility Year as of December 31, 2015 if you completed a year of eligibility service under the terms of any Predecessor Plan. If your employment is transferred to an Employer from an affiliate (e.g., Aria Health or Abington Hospital), your prior service with the affiliate will be counted for purposes of determining whether you have an Eligibility Year, but you will not be eligible to participate in the Plan before the date of the transfer.

An **Employer** means Thomas Jefferson University, Thomas Jefferson University Hospitals, Inc., Methodist Associates in Healthcare, Inc., and any other affiliate that adopts the Plan as a participating employer with the consent of Thomas Jefferson University.

An **Hour of Service** generally means each hour for which you are paid for the performance of duties with an Employer, or any affiliate of the Employer under IRS rules, and each hour for which you are paid while you are not performing duties, such as paid holidays, paid vacations, or paid sick leave.

The **IRS** means the Internal Revenue Service.

The **Plan** means the Jefferson Defined Contribution Retirement Plan.

The **Plan Administrator** means the University.

The **Plan Year** is January 1 through December 31.

A **Predecessor Plan** means the Thomas Jefferson University Hospitals, Inc. Defined Contribution Pension Plan, the Thomas Jefferson University Voluntary 403(b) Tax Deferred Annuity Program, the Thomas Jefferson University Hospitals, Inc. Voluntary 403(b) Tax Deferred Annuity Program, the Thomas Jefferson University Retirement Plan for Faculty and Senior Administrative Staff, or the Thomas Jefferson University Hospitals, Inc. Retirement Plan for Senior Administrative Staff.

The **University** means Thomas Jefferson University when it is acting in its capacity as the Plan sponsor.

Eligibility and Participation

When do I become eligible to make pretax contributions to the Plan?

If you were eligible, on December 31, 2015, to make pretax contributions to the Thomas Jefferson University Voluntary 403(b) Tax Deferred Annuity Program, the Thomas Jefferson University Hospitals, Inc. Voluntary 403(b) Tax Deferred Annuity Program, or other Predecessor Plan, you became eligible to make pretax contributions to the Plan as of January 1, 2016 provided that you were an eligible employee. If you are a newly hired eligible employee who has not previously participated in the Plan or in a Predecessor Plan, you will be eligible to make pretax contributions immediately following the receipt of your first paycheck.

You are an eligible employee for purposes of making pretax contributions if you are an employee of an Employer, unless you fall into one of the following categories:

- You are a leased employee;
- You are a nonresident alien with no U.S. source income; or
- You are an independent contractor or are otherwise not an employee of any Employer.

Will I be automatically enrolled in pretax contributions under the Plan?

Your participation in pretax contributions is completely voluntary. However, when you first become eligible for pretax contributions under the Plan, or are again employed in an eligible class after an absence from participation (e.g., you have been rehired), you will be deemed to have elected to defer 6% of your Compensation to the Plan on a pretax basis, unless you affirmatively elect to decline the default contribution percentage or change your contribution percentage. You should receive a notice explaining that you will be deemed to have elected to defer 6% of your Compensation to the Plan as of the date specified in the notice if you do not elect otherwise.

If you were a participant under the Thomas Jefferson University Voluntary 403(b) Tax Deferred Annuity Program, the Thomas Jefferson University Hospitals, Inc. Voluntary 403(b) Tax Deferred Annuity Program, or other Predecessor Plan, and you first became eligible to make pretax contributions to the Plan on January 1, 2016 as a result of the plan mergers, you were not automatically enrolled in the Plan.

Please note that effective January 1, 2016, all of your pretax contribution percentages in effect on December 31, 2015 (whether as a result of an affirmative election or default election) under the Plan or any Predecessor Plan were added together as a result of the plan mergers. Your combined deferral elections in effect on December 31, 2015 under the Plan or any Predecessor Plan will be applied to the Plan after December 31, 2015 until you change your election.

Please contact TIAA at (800) 842-2888 or log onto TIAA's website at www.TIAA.org/jefferson if you wish to opt out of the default contribution percentage or change your contribution percentage, designate a beneficiary, or designate how your contributions are invested.

When do I become eligible for Employer biweekly contributions?

If you were eligible for an Employer contribution under the Thomas Jefferson University Retirement Plan for Faculty and Senior Administrative Staff or the Thomas Jefferson University Hospitals, Inc. Retirement Plan for Senior Administrative Staff on December 31, 2015, you will be eligible for Employer biweekly contributions under the Plan as of January 1, 2016 provided that you are an eligible employee. If you are a newly hired eligible employee who has not previously participated in Employer contributions under the Plan or under a Predecessor Plan, you will become eligible for Employer biweekly contributions on the first day of the payroll period coincident with or next following the latest of (i) January 1, 2016, (ii) the date you reach age 21, or (iii) the date you complete your first Eligibility Year.

You are an eligible employee for purposes of Employer biweekly contributions if you are a senior administrator (as designated by the Employer) or faculty member, unless you fall into one or more of the following categories:

- You are a part-time senior administrator;
- You are a part-time faculty member who is not participating in the Thomas Jefferson University Phased Retirement Plan;
- You are Adjunct, Distinguished, Visiting, Honorary or Emeritus Faculty;
- You are covered by a collective bargaining agreement (unless the agreement provides for your participation in the Plan);
- You are a leased employee; or
- You are an independent contractor or any other person not treated by your Employer as an employee for purposes of withholding federal employment taxes.

If you are not classified by an Employer as an employee, you will be excluded from Employer biweekly contributions even if you are subsequently reclassified as an employee by a court or other governmental agency.

When do I cease to be eligible for the Plan?

You will cease to be eligible to make and receive contributions under the Plan if you terminate employment, and you will cease to receive contributions if your employment is transferred to a class of employees not eligible for Employer biweekly contributions.

When do I again become eligible for the Plan if I am rehired?

If you are rehired as an eligible employee, you will commence or recommence participation in the Plan immediately upon being rehired. However, if you did not previously complete a year of Eligibility Service, or you have not yet reached age 21, you will not participate in Employer biweekly contributions until you have satisfied these requirements.

Your prior pretax contribution election will not be reinstated automatically, but you will be automatically enrolled in pretax contributions under the same rules that apply to new hires if you do not timely opt out of automatic enrollment.

When do I become eligible for the Plan if my employment is transferred from an ineligible class to an eligible class?

If your employment is transferred from Jefferson University Physicians or an affiliate to an Employer, or is transferred from an ineligible class of employees to a class eligible for the Plan, you will be eligible to participate in the Plan immediately after the transfer. However, if you have not previously completed a year of Eligibility Service (including your prior service with an

affiliate under IRS rules), or you have not yet reached age 21, you will not participate in Employer biweekly contributions until you have satisfied these requirements.

Your prior pretax contribution election will not be reinstated automatically, but you will be automatically enrolled in pretax contributions under the same rules that apply to new hires if you do not timely opt out of automatic enrollment.

Plan Contributions

How much can I contribute?

You may elect to contribute from 1% to 75% of your Compensation for each pay period to the Plan on a pretax basis. Your contributions to the Plan may be limited as described below under “Are there legal limits on contributions?”

If you are automatically enrolled in the Plan, you will be deemed to have elected to contribute 6% of your Compensation to the Plan on a pretax basis, unless you affirmatively elect to change your contribution percentage or make no contributions to the Plan.

Please note that effective January 1, 2016, all of your pretax contribution percentages in effect on December 31, 2015 (whether as a result of an affirmative election or default election) under the Plan and any Predecessor Plan were added together as a result of the plan mergers, and will apply to the Plan after December 31, 2015 until you change your election.

Will my pretax contributions be suspended if I take a hardship withdrawal?

If you receive a distribution from the Plan (or a Predecessor Plan) on account of hardship, you will not be permitted to make any pretax contributions (including age 50 catch-up contributions) to this Plan (or any employee contributions to any other section 403(b) plan or qualified or nonqualified plan of deferred compensation plan maintained by your Employer, or maintained by affiliated entities under IRS rules) for a period of six months following the date of the hardship withdrawal.

How much can I contribute if I am eligible for age 50 catch-up contributions?

If you will be age 50 or older by the end of a Plan Year, you may elect to make additional pretax contributions to the Plan. Catch-up contributions are not subject to the legal limits that apply to other pretax contributions. Catch-up contributions are only available to you if you make, or are expected to make, the maximum pretax contributions for the Plan Year otherwise permitted by the Plan and applicable law. These additional contributions may not exceed \$6,000 for 2017, as adjusted by the IRS for cost of living in future years.

Can I change or stop my contributions?

You may increase, decrease, or stop your pretax contributions or catch-up contributions at any time. If you wish to change the amount that you contribute to the Plan, please contact TIAA at (800) 842-2888 or log onto TIAA's website at www.TIAA.org/jefferson.

What are Employer biweekly contributions?

Your Employer will make Employer contributions to your account under the Plan in accordance with the following schedule based on two things: your Compensation and your age. Contributions are made on a bi-weekly basis during each year you participate in the Plan. However, no contributions are made for periods of time in which no Compensation is earned.

SCHEDULE OF CONTRIBUTIONS

<u>Your Age</u>	<u>Percentage of Your Compensation</u>
Under age 40	9%
Age 40 through age 49	11%
Age 50 or over	13%

Your age at the end of the bi-weekly pay period is used for purposes of determining the amount of the Employer biweekly contribution that you will receive for that pay period.

Participants who became disabled prior to January 1, 2016 while employed by the Employer may receive Employer biweekly contributions while they are disabled under the terms of the Plan. Participants who become disabled on or after January 1, 2016 will not be eligible for Employer biweekly contributions on account of their disability.

What rules should I be aware of that may impact the amount of my benefit?

You should read the entire SPD carefully to understand your benefits. Rules are described in other parts of the SPD which may limit or reduce the amount of your benefits. Some important provisions of the SPD which may affect your benefits are cross-referenced below for your convenience:

The vesting rules that apply to your benefit if you terminated employment before January 1, 2016 are described under "When do my Plan contributions become vested (i.e., owned by me?)" on page 11

Your benefits may be lost, reduced, or suspended under certain circumstances as described under "Can my benefits be lost, reduced, or suspended?" on pages 18-19.

The Plan has deadlines for filing benefit claims and for filing legal action as described under "What deadlines apply for filing claims and for filing legal action?" on page 21. If you fail to

meet these deadlines you may lose your chance to file a claim for benefits or to file legal action against the Plan.

Does the Plan accept rollover contributions?

If you receive a distribution from a traditional individual retirement account or annuity (“IRA”), or from another employer sponsored retirement plan, that is eligible to be rolled over to the Plan (such as a lump sum payment), you may, with the approval of the Plan Administrator, contribute all or a portion of the distribution to the Plan as a rollover contribution. The rollover contribution must be made in the form of cash only. However, the Plan will not accept after-tax contributions or Roth contributions as a part of any rollover contribution to the Plan. Rollover contributions must generally be made to the Plan within 60 days after the day you receive the distribution, or in the form of a direct rollover between an eligible employer sponsored retirement plan and the Plan.

Do contributions continue during a paid leave of absence?

During an approved paid sabbatical leave of absence and during salary continuation for the first six months of medical leave, Plan contributions (by you and your Employer) will continue to be made based on the Compensation paid to you during such leave of absence.

Do contributions continue during an unpaid leave of absence?

You will not be entitled to contributions for the period of any unpaid leave of absence.

Will I receive any contributions missed while I was on active duty in the armed forces?

If you return to employment following a period of “qualified military service,” you will be permitted to make additional pretax contributions and, if you are eligible, catch-up contributions to the Plan, up to the amount that you would have been permitted to contribute if you had continued to be employed and received pay during the period of qualified military service. You must make these contributions during the period beginning on the date you return to employment and ending on the earlier of (i) the date that is three times the length of your military service or (ii) five years. Your Employer will contribute any missed Employer biweekly contributions up to the amount that would have been made if you had continued to be employed and received Compensation during the period of qualified military service.

The amount of contributions that you may make to the Plan, and the amount of Employer contributions that your Employer makes to your account, upon your return from qualified military service, will be reduced by any contributions actually made to the Plan during the period of your qualified military service if you received any Compensation during such period.

“Qualified military service” is any period of time for which you are absent for military service under leave granted by your Employer, or required by law, provided you return to employment while your right to reemployment is protected by law.

Are there legal limits on contributions?

The total of your pretax contributions (other than catch-up contributions) in any year to this Plan, and the total of your pretax contributions and Roth contributions to any other 403(b) plan or 401(k) plan maintained by the Employer or any related affiliate (under IRS rules), may not exceed an annual limit prescribed by federal law. This limit is \$18,000 for 2017, and will be adjusted in future years from time to time by the IRS for cost-of-living.

If your pretax contributions under the Plan, and your pretax contributions and Roth contributions under any plan of another employer (other than any catch-up contributions), exceed the applicable limit in any calendar year, you may request that the excess amount (with earnings only for the calendar year in which the excess amount occurred) be paid to you from the Plan (or from the other plan) in order to avoid adverse tax consequences. Such a request must be made to the Plan Administrator in writing no later than the March 1 following the calendar year in which the excess contributions were made. If you fail to request a return of excess contributions by the applicable deadline, the excess contributions may be subject to tax in the year in which the limit is exceeded, and in the year in which the amount is distributed to you.

Federal law also limits the total amount of contributions that can be made on your behalf in any Plan Year. The total annual contributions made by you, and by your Employer on your behalf, to the Plan may not exceed the lesser of the “applicable dollar limit” or 100% of your “includible compensation” for the Plan Year. Catch-up contributions for participants who are age 50 or older are not counted for purposes of applying the annual contribution limit. The “applicable dollar limit” for 2017 is \$54,000, and will be adjusted by the IRS periodically for cost-of-living in future years.

Your “includible compensation” for the purposes of determining the limit includes all of your salary and wages reportable on your W-2 Wage Statement, plus your pretax contributions and catch-up contributions to the Plan, and is determined after adding back in any reductions from your W-2 pay to pay for health care premiums, qualified transportation fringe benefits, and after adding back in any amounts contributed to a dependent care reimbursement account or a health care reimbursement account. Certain amounts that are paid to you after you terminate employment are also included in your includible compensation. In addition, if you are a participant in more than one section 403(b) plan sponsored by your Employer or an affiliate (under IRS rules), or if you own a trade or business or are self-employed and maintain a qualified retirement plan with respect to such income, federal law limits the total amount of contributions and benefits you may receive under all such plans.

Funds

Where can I invest my account?

At the time you become a Plan participant, you elect how your account is to be invested. You may invest your account in a variety of funds offered under the Plan. Details on the specific investment funds that are available will be provided to you at the time you become a Plan participant and may be obtained at any other time by contacting TIAA at (800) 842-2888 or by logging onto TIAA's website at www.TIAA.org/jefferson. Your election on how contributions are to be invested will remain in effect until you change it.

You may choose at any time to transfer assets in your account between the investment funds offered by TIAA, subject to any fees and restrictions imposed by TIAA. Your change of investment election will be put into effect as soon as administratively feasible, subject to any market timing or frequent trading restrictions imposed by TIAA.

If you do not direct the investment of your account at the time you are enrolled or automatically enrolled in the Plan, your account will automatically be invested in the Plan's default fund which is currently the TIAA Lifecycle Index Fund that is closest to your expected retirement date (age 65).

TIAA is the only vendor which is currently accepting new contributions under the Plan. You may have amounts invested with certain former vendors if you have any amounts transferred to the Plan from a Predecessor Plan. You may transfer funds from a former vendor to TIAA, but you are not permitted to transfer any funds with TIAA to any former vendor. If you have amounts invested with a former vendor, you will need to contact the former vendor if you wish to direct the investment of amounts invested with the former vendor.

Who is responsible for investment results?

Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") provides that if a participant controls the investment of his or her account under a retirement plan, then the participant is responsible for investment results, including both earnings and losses. The Plan provides you with the opportunity to control your Plan investments and is intended to be a plan described in section 404(c) of ERISA. The Plan Administrator and other fiduciaries of the Plan will not be responsible for any investment losses attributable to your investment decisions.

The TIAA Lifecycle Index Fund that is closest to your expected retirement date (age 65) is the Plan's default investment. The TIAA Lifecycle Index Funds are intended to be a "qualified default investment alternative" within the meaning of Section 404(c)(5) of ERISA. Fiduciaries of the Plan may be relieved of liability for any losses that are the direct result of a default investment in the TIAA Lifecycle Index Funds.

Vesting

When do my Plan contributions become vested (i.e., owned by me)?

You are 100% vested in your entire account under the Plan, as adjusted by any investment gains and losses and any Plan fees. This means that your account balance, after adjustment for any investment gains, earnings, losses, and fees, cannot be forfeited.

In-Service Withdrawals and Loans

Am I eligible for a withdrawal if I am employed after I reach age 59-1/2?

You are eligible to withdraw all or any portion of the balance of your account, as adjusted for earnings and losses, at any time after you reach age 59-1/2 and before you have terminated employment with your Employer and all affiliated companies under IRS rules. All such withdrawals are made in any form of payment available from the vendor(s). If you are married, your spouse must consent to the withdrawal in the manner prescribed by the vendor(s) if you do not elect to receive a qualified joint and survivor annuity.

Does the Plan allow hardship withdrawals?

You are eligible to withdraw your pretax contributions, catch-up contributions, and rollover contributions in your account before you have terminated employment with the Employer and all affiliated companies in the event of an immediate and heavy financial need, subject to any rules prescribed by the vendor(s). All such withdrawals are made in single cash payment. If you are married, your spouse must consent to the withdrawal in the manner prescribed by the vendor.

Hardship withdrawals will be taken first from any rollover contributions in your account, and any related earnings, before amounts are taken from your pretax contributions and catch-up contributions. The total amount of your hardship withdrawal from your pretax contributions and catch-up contributions may not exceed the total amount of pretax contributions and catch-up contributions that you have made to the Plan (including any Predecessor Plan), on the date of the withdrawal, reduced by the amount of any previous withdrawals or distributions of such amounts.

Subject to any rules prescribed by the vendor(s), a withdrawal on account of your financial hardship will be authorized only if the distribution is to be used for one of the following purposes:

- The payment of expenses for medical care previously incurred by you, your spouse, your dependent, or designated primary beneficiary or necessary for you, your spouse, your dependent, or designated primary beneficiary, to obtain medical care;
- The costs directly related to the purchase of your principal residence (excluding mortgage payments);

- The payment of tuition, related educational fees, and room and board expenses for the next twelve months of post-secondary education for yourself, your spouse, your dependent, or your designated primary beneficiary;
- The payment necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence;
- The payment of burial or funeral expenses for your deceased parent, spouse, child, dependent, or primary designated beneficiary; or
- The payment of expenses for the repair of damage to your principal residence that would qualify for the casualty deduction for federal income tax purposes (determined without regard to whether the loss exceeds 10% of adjusted gross income).

You are eligible for a hardship withdrawal only if you certify and agree that all of the following conditions are satisfied:

- The distribution is not in excess of the amount of your immediate and heavy financial need. The amount of your immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local taxes or penalties reasonably anticipated to result from the distribution;
- You have obtained all distributions, other than hardship distributions, and all nontaxable (at the time of the loan) loans currently available under all plans maintained by your Employer; and
- Your contributions to this Plan and any other plan maintained by your Employer or any affiliated company will be suspended for at least six months after your receipt of the hardship distribution.

What if I am absent from work as a result of service in the military?

If you are performing service in the uniform services of the United States while on active duty for a period of more than 30 days, and you are receiving military differential pay, you will be eligible, subject to your spouse's consent if you are married, to withdraw your pretax contributions and catch-up contributions. If you receive such a withdrawal during your leave of absence in the military, you will not be permitted to make pretax contributions and catch-up contributions for a period of six months following the withdrawal.

Does the Plan allow loans?

Generally, you are eligible to apply for a loan from your account under the Plan. The terms and conditions of any loans will be determined by the vendor and the Plan Administrator. The Plan Administrator or vendor will provide you with additional information regarding loans upon your request

Any loan that you request from the Plan will be subject to the following terms and conditions:

- You may have only one loan outstanding at any time, provided that you may have had more than one loan transferred to the Plan from a voluntary 403(b) plan. If any loans have been transferred on your behalf to the Plan from a voluntary 403(b) plan, you must repay all loans before taking a new loan.
- The vendor may charge a reasonable loan processing fee as well as an annual loan administration fee for each year the loan is outstanding. These fees will be deducted from your account.
- The maximum amount you may borrow, when added to the outstanding balance of all loans from the Plan or any other plans maintained by the Employer or an affiliate, cannot exceed the lesser of: (a) \$50,000, reduced by the excess, if any, of the highest outstanding balance of your loans (under any 403(b) plan or qualified plan sponsored by the Employer or an affiliate) during the twelve months before the new loan is to be made, over the outstanding balance of all such loans as of the date the new loan is to be made or (b) 50% of the current balance of the employee contributions and rollover contributions in your account, as adjusted for any earning and losses.
- The term of a loan may be from one to five years, unless the loan is used to acquire a house that will be used as your principal residence, in which case the loan term may be longer. The interest rate will be the rate determined by the vendor. The interest rate may be limited to 6% if you are absent during a period of qualified military service, to the extent required by law.
- Loans must be repaid through the methods determined by the vendor.
- If certain events occur while your loan is outstanding, your loan will become immediately due and payable, with all interest. The vendor will provide you with information of events that will cause your loan to become immediately due.
- If permitted by the vendor, you may prepay your entire balance of the loan, without penalty, at any time by remitting payment directly to the vendor. Partial prepayments are not permitted, unless the vendor provides otherwise.
- All your loan repayments are invested in accordance with your most recent investment election for Plan contributions.

Distributions After Termination of Employment

You may elect to receive a distribution from the Plan in accordance with procedures prescribed by the vendor(s) at any time after you retire or your employment with the Employer (including all affiliates under IRS rules) and Jefferson University Physicians otherwise ends. You will need to contact the vendor(s) to initiate the distribution.

You will be deemed to have terminated employment for purposes of eligibility for a distribution if you work for Jefferson University Physicians after you have reached at least age 70½.

The law requires that distributions commence by April 1 following the calendar year in which you reach age 70½ or retire from the Employer and all affiliates under IRS rules, whichever comes later.

Form of Plan Benefits

What is the default form of payment for receiving retirement income?

Your retirement income will be paid in the applicable default form described below unless you elect (with your spouse's written consent, if you are married) an optional form of payment.

Married Participants: If you are married on the date your payments commence, your retirement income will by default be paid in the form of a qualified joint and 50% survivor annuity. Under this form of payment, a monthly payment will be paid over your life and the life of your spouse. If you die before your spouse, 50% of the amount of your monthly payment will be paid each month to your surviving spouse for the remainder of his or her life. The amount of your monthly payments will not be affected by the death of your spouse.

If you have a same-sex domestic partner, you will generally need to get married in order for your partner to have spousal benefits under the Plan. If you entered into a same-sex domestic partnership that was filed with the Plan Administrator before January 1, 2016, and you have not completed an Hour of Service on or after January 1, 2016, your same-sex domestic partner will generally be deemed to be your spouse for purposes of the Plan, except that you will not need the consent of an eligible domestic partner for you to receive payment in the form of a single life annuity.

Single Participants: If you are not married on the date your payments commence, your retirement income will by default be paid in the form of a single life annuity. A single life annuity provides monthly payments to you for your life.

Which optional forms of payment are available for receiving retirement income?

You may elect to receive your retirement income under a variety of optional forms offered by TIAA for amounts invested with TIAA. The optional forms available for former vendors may be different. If you are married, the consent of your spouse is generally required in order for you to elect any form of payment other than the default form. This means that your spouse must consent in writing to the form of benefit you have elected and to the specific beneficiary or beneficiaries (if any) designated by you. Your spouse's signature must be witnessed by a notary public.

You do not need the consent of your spouse to elect a form of payment under certain circumstances. You do not need the consent of your spouse to elect a joint and survivor annuity with your spouse as the joint annuitant if the monthly amount provided to the joint annuitant upon your death is at least 50% of the amount paid during your lifetime. If your spouse is legally incompetent, his or her legal guardian may execute the spousal consent. Your spouse's consent is not needed if you demonstrate to the satisfaction of the Plan Administrator that (i) you cannot locate your spouse or (ii) you have been abandoned by your spouse or are legally separated from your spouse and have a court order to that effect.

Please view distribution options from TIAA online at www.TIAA.org/jefferson or contact TIAA at 1-800-842-2888.

If you have any amounts invested with a former vendor, please contact the former vendor directly for a description of the distribution options available.

Death Benefits

What happens if I die before my retirement benefits begin?

If you die before your retirement benefit payments commence, the full current vested value of your account, becomes payable to your surviving spouse or beneficiary or beneficiaries.

What are the pre-retirement death benefit options?

If you are married, and you die before your benefits commence, your spouse will be eligible to receive the entire vested balance of your account unless you have designated another primary beneficiary to receive all or a portion of your account upon your death in accordance with procedures prescribed by the Plan Administrator. You may designate a primary beneficiary to receive no more than half of the balance of your account without your spouse's consent. You may also, no earlier than the Plan Year in which you attain age 35, designate a primary beneficiary to receive greater than half of the balance of your account with the notarized written consent of your spouse.

If you are not married, and you die before your benefits commence, your entire vested account balance will be paid to your designated beneficiary.

Generally, if you die before retirement benefit payments commence, your surviving spouse or designated beneficiary may elect a lump sum payment or any optional form of benefit available under the Plan. Payment of a death benefit to a surviving spouse is made by default in the form of a pre-retirement survivor annuity providing payments for the life of the surviving spouse unless the surviving spouse elects another form of payment.

If you have a same-sex domestic partner, you will generally need to get married in order for your partner to have spousal benefits under the Plan. If you entered into a same-sex domestic partnership that was filed with the Plan Administrator before January 1, 2016, and you have not completed an Hour of Service on or after January 1, 2016, your same-sex domestic partner will be treated as your spouse for purposes of pre-retirement death benefits.

How do I designate a beneficiary to receive death benefits?

You must contact TIAA at (800) 842-2888 or log onto TIAA's website at www.TIAA.org/jefferson to designate your beneficiary. If no beneficiary is named or living at the time of your death, and you do not have a surviving spouse, your vested account will be paid to your estate. You may designate contingent beneficiaries to receive all or a portion of your vested account in the event that you have no surviving primary beneficiaries upon your death. Contact former vendors directly to designate your beneficiary.

When will pre-retirement death benefits be paid?

Your beneficiary can generally elect when he or she would like to receive the benefit payment, subject to the following requirements: (1) a single sum payment must be made prior to December 31 of the year that falls five years after your death; and (2) a life annuity or installment form of payment must begin by the December 31 of the year following the year of your death. If your beneficiary is your spouse, distribution is generally not required to begin until December 31 of the calendar year in which you would have attained age 70½, or December 31 of the calendar year following the calendar year in which you died, if later.

What happens if I die after my retirement benefits begin?

If you die after commencing benefit payments, death benefits, if any, will be payable to your designated beneficiary in accordance with the form of benefits you elected.

Taxation of Distributions

Are distributions from the Plan subject to federal income taxes?

Contributions made to the Plan are not taxed as income for federal income tax purposes in the year contributed. Likewise, the earnings on your account are not taxed in the year earned. Federal income taxes will be due on all such untaxed money in your account when you take payment or you are deemed to take payment of such untaxed money. This includes your contributions to your account, the Employer contributions to your account, and all earnings in your account.

Pretax contributions made by you to the Plan may be subject to state and local taxes. State and local taxes may also apply to distributions from the Plan.

Because tax consequences of distributions vary depending on factors such as age, marital status, other income, and where you live, you are urged to consult your personal tax advisor to determine how to treat any distribution for tax purposes.

Are early distributions subject to a penalty?

Distributions that you receive before you have attained age 59-1/2 are subject to a 10% federal excise tax if they are not rolled over to an IRA, a Roth IRA, or another eligible retirement plan, with certain exceptions. The 10% federal tax penalty does not apply to payments from your account in the form of an annuity over your life, or installments paid over your life expectancy. The 10% federal tax penalty also does not apply to any payments made after you terminate employment at or after age 55, or you die. Other exceptions to the 10% federal tax penalty may also apply.

Are distributions subject to federal income tax withholding?

Under federal law, it is mandatory for 20% to be automatically withheld from any eligible rollover distribution as described in the next section, unless you elect, on forms provided by the vendor, to have the distribution transferred directly to an eligible retirement plan. Distributions from the Plan which are not eligible rollover distributions are subject to federal income tax withholding, unless you elect not to have tax withheld. You will receive a tax withholding election form before you receive such a distribution. If you elect to have tax withheld from the distribution, by law the withheld amount will be calculated according to schedules published by the IRS. In certain cases, the amount withheld may not cover the actual tax due.

May I roll over a distribution of my account balance to another plan?

You or your spouse may request that all or part of any distribution from the Plan (other than a required minimum distribution after age 70½, an annuity payment, or one of a series of installment payments being made over an individual's life expectancy or ten or more years) be rolled over directly to a traditional IRA, or to another employer's eligible retirement plan if that plan accepts rollovers, in order to defer the payment of taxes on the distribution.

You or your spouse may also request that all or a part of any eligible rollover distribution be rolled over to the trustee or custodian of a Roth IRA. You will be taxed on any amount rolled over from the Plan to a Roth IRA in the year in which it is rolled over. Earnings in your Roth IRA will be exempt from federal tax, subject to certain conditions.

If the distribution is paid to you, you may roll over the distribution to another retirement plan, IRA, or Roth IRA within 60 days. You will need to make up the 20% amount withheld for taxes from your own funds if you wish to roll over the entire distribution.

Your surviving nonspouse beneficiary may elect to have an eligible rollover distribution paid directly to an inherited IRA or inherited Roth IRA established on behalf of the designated beneficiary, provided that the distribution would have been an eligible rollover distribution if it had been made by you.

Rolling over your distribution allows you to avoid the 10% federal tax penalty on early distributions and, unless the distribution is rolled over to a Roth IRA, postpone federal income taxes.

Additional Information about the Plan

Can my account balance be assigned to anyone else?

Ordinarily, your account balance cannot be assigned, which means that it can be paid only to you or your designated beneficiary. However, if you become a party to a divorce, or if you become liable for support or alimony payments, a court may issue a “qualified domestic relations order” (“QDRO”) that legally requires the Plan to pay all or a portion of your account balance to your spouse, former spouse, children, or other dependent. You may obtain a copy, free of charge, of the Plan’s procedures relating to QDROs from TIAA by calling (800) 842-2888.

Can my benefits be lost, reduced, or suspended?

Under certain circumstances, your benefits under the Plan could be lost, reduced, or suspended. These circumstances include the following:

- If you terminated employment prior to January 1, 2016 before you became vested under the Plan or any Predecessor Plan, the non-vested portion of your account will be forfeited at the earlier of (i) the date you have five-consecutive Breaks in Service, or (ii) the date you receive a distribution of the value of the vested portion of your account;
- All or a portion of your benefits are directed to be paid to your spouse, former spouse or child pursuant to a QDRO;
- Your benefits are subject to a federal tax levy, or used to offset amounts that certain judgments or settlement agreements require you to pay to the Plan;
- You do not provide the Plan Administrator with your most recent address and you cannot be located;
- You fail to make proper application for benefits or fail to provide information necessary for the Plan to make a distribution;
- The value of your account decreases due to investment losses or expenses;
- Your benefits are reduced or lost in order to comply with applicable law or the terms of the Plan;
- You default on a loan from the Plan; or
- You do not timely file a claim for benefits or you miss the deadline for filing legal action as described.

The Plan reserves the right to recover any overpayment made, whether by reason of administrative error or for any other reason. The Plan’s right to recover overpayments exists regardless of the error, event or other circumstances giving rise to the overpayment and is not

conditioned upon or mitigated by the behavior of any involved party. The person receiving the overpayment is not permitted to raise reliance, estoppel or other legal or equitable defenses in response to any action by the Plan to recover an overpayment. The Plan's right to recovery is an equitable lien by agreement, and the Plan Administrator may authorize any procedure that it deems in the best interest of the Plan to recover overpayments, regardless of whether the overpaid amounts remain in the possession of the person who received the overpayment.

The account of a participant or beneficiary under the Plan may be forfeited if the Plan Administrator is unable to locate the participant or beneficiary when payment is due. Any forfeiture will be restored without any earnings if a claim is made by the applicable party to whom the benefit is payable.

May the Plan be amended or terminated?

The University reserves the right to amend or terminate the Plan at any time for any reason by action of its Board of Trustees. The Chief Human Resources Officer of the University (or any person acting with such authority) or his or her successor or delegate may make all technical, administrative, regulatory and compliance amendments to the Plan, and any other amendment that will not significantly increase the cost of the Plan to the University or significantly impact University policy as deemed necessary or appropriate without the approval of the Board of Trustees.

In the event of termination or complete discontinuance of contributions to the Plan, accounts will be distributed in accordance with applicable law. No events, other than those special circumstances permitted by the Plan, will cause any assets in participants' accounts to be returned to the University.

Does the Pension Benefit Guaranty Corporation ("PBGC") insure the Plan?

No. Because the Plan is a defined contribution plan, your account is not insured or guaranteed by the PBGC or any other entity or individual.

Who is the Plan Administrator?

The Plan Administrator is the University. All matters relating to the administration of the Plan, including the duties imposed upon the Plan Administrator by law and the interpretation of Plan provisions, are the responsibility of the Plan Administrator. The Plan Administrator has the authority, in the Plan Administrator's sole discretion, to interpret the Plan and resolve ambiguities therein, to develop rules and regulations to carry out the provisions of the Plan, to make factual determinations, and to resolve questions relating to eligibility for and the amount of benefits. All interpretations, determinations, etc. made by the Plan Administrator pursuant to the Plan Administrator's authority shall be subject to review only for abuse of discretion.

What are the Plan's claim procedures?

You (or your surviving spouse or other surviving beneficiary, if applicable) must file a written claim for benefits with TIAA and/or any other applicable funding agency with respect to any

benefits transferred to the Plan from a Predecessor Plan. You should copy the Plan Administrator on any claim.

The funding agency will respond to your claim within 90 days (or in special cases, and upon prior written notice to you, 180 days). If you are denied a claim for benefits, the funding agency will provide you with a notice setting forth in simple terms:

- The specific reason or reasons for the denial;
- Specific reference to the Plan provisions upon which the denial is based;
- A description of any additional material needed so that a benefit may be paid and an explanation of why such material or information is necessary; and
- An explanation of the claims review procedure under the Plan and the time limits applicable to the claims review procedure, including a statement of your right to bring a civil action under section 502(a) of ERISA following denial of your claim under the claims review procedure.

Within 60 days of the date that you receive a notice denying a claim, you or your duly authorized representative may request (in writing) a full review of the claim by the Plan Administrator. In connection with such review, you or your duly authorized representative may review relevant documents and may submit issues and comments in writing. You will also be provided, upon request to the Plan Administrator and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim. The Plan Administrator will make a decision promptly, and not later than 60 days after receipt of the request for review, unless special circumstances (such as the need to hold a hearing, if appropriate) require an extension of time for processing. In that case, a decision will be rendered as soon as possible, but not later than 120 days after receipt of the request for review. The decision on review will include:

- The specific reason or reasons for the denial;
- Specific reference to the Plan provisions upon which the denial is based;
- A description of your right to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits; and
- A statement of your right to bring civil action under section 502(a) of ERISA.

What if my appealed claim is denied?

The Plan Administrator's decision on review will be final and binding on all parties. No person may bring a claim or action in a court of law for any alleged wrongful denial of benefits under the Plan, or any other claim or action that relates to the Plan and seeks a remedy, ruling, or judgment of any kind against the Plan or a Plan fiduciary or a party in interest unless the claims procedures set forth above are exhausted and a final determination is made by the Plan Administrator. In addition, no person may bring an action in a court of law if he fails to comply with the time limits described above. If the terminated employee or other interested person challenges a decision of the Plan Administrator, a review by the court of law will be limited to the facts, evidence and issues presented to the Plan Administrator during the claims procedure set forth above. Facts and evidence that become known to the terminated employee or other interested person after having exhausted the claims procedure must be brought to the attention of the Plan Administrator for reconsideration of the claims determination. Issues not raised with the Plan Administrator during the initial appeal will be deemed waived.

What deadlines apply for filing claims and for filing legal action?

Deadline to file claim: To be considered timely under the Plan's claim and review procedure, a claim must be filed within one year after the claimant knew or reasonably should have known of the principal facts upon which the claim is based. The claim and appeal steps and procedures outlined above must be exhausted prior to commencement of any legal action. If you miss the deadline to file a claim, you will not be able to file legal action against the Plan.

Deadline to file legal action: The deadline to file any legal action that relates to the Plan and seeks a remedy, ruling or judgment of any kind against the Plan, an Employer, the Plan Administrator or other Plan fiduciary or party in interest is the later of (1) 30 months after the claimant knew or reasonably should have known of the principal facts on which the claim is based, or (2) six months after the claimant has exhausted the claim and review procedure.

Do I have a duty to notify the Plan Administrator or other Plan fiduciary if I discover an error?

In order for a Plan fiduciary (as determined under ERISA) to correct or otherwise rectify any errors or omissions with regard to your account under the Plan, you have an affirmative obligation to monitor your account to ensure that all directions, instructions and elections made by you are properly implemented. Consistent with this obligation, you are required to promptly review all statements, confirmations and other notices and disclosures with respect to your account, as well as all payroll confirmations, notices and disclosures pertaining to your contributions and contribution elections with respect to the Plan. If a Plan fiduciary or an individual or entity with authority delegated by a Plan fiduciary acts or fails to act with respect to your account and you know or should have known that such act or failure to act was incorrect or inconsistent with the Plan, ERISA or its regulations, the Internal Revenue Code, and/or your investment instructions, elections, or other directions, your failure to notify the Plan fiduciary (or the Plan fiduciary's delegate) within 90 days that such act or failure to act was incorrect or inconsistent with your election will be deemed to an acceptance and ratification of the Plan fiduciary's (or the Plan fiduciary's delegate's) act or failure to act.

ERISA Rights Statement

What are my rights under the law?

The following statement is required by Federal law and regulations concerning your rights under the Plan:

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

Receive information about your Plan and benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Once each calendar quarter, you will receive a pension benefit statement telling you the value of each investment in which your account is invested as of the most recent valuation date.

Prudent actions by Plan fiduciaries

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 your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. The Plan fiduciaries, however, are not responsible for the investment decisions that you make. No one, including the University 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 ERISA.

Enforce your rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive

them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a 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 after exhausting the Plan's claim procedures. 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 Federal court after exhausting the Plan's claim procedures. You will lose your right to file suit if you (i) do not exhaust the Plan's claim and review procedures or (ii) fail to meet the deadline for filing claims or the deadline for filing legal action as described in the section "What deadlines apply for filing claims and for filing legal action?" under "Additional Information about the Plan." 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, for example, if it finds your claim is frivolous.

Assistance with your questions

If you have any questions about your 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 office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

General Plan Information

Name of Plan

Jefferson Defined Contribution Retirement Plan

Employer Identification Number of Plan Sponsor

23-1352651

Plan number assigned by the sponsor of the Plan

005

Plan sponsor and agent for legal process

If you feel you must take legal action for any reason regarding your benefits, legal action can be served on the Plan sponsor. The Plan sponsor is:

Thomas Jefferson University
833 Chestnut Street, Suite 900
Philadelphia, PA 19107
Tel: (215) 503-1866

Employers (other than the Plan sponsor)

Thomas Jefferson University Hospitals, Inc.
833 Chestnut Street, Suite 900
Philadelphia, PA 19107
Tel: (215) 503-1866

Methodist Associates in Healthcare, Inc.
833 Chestnut Street, Suite 900
Philadelphia, PA 19107
Tel: (215) 503-1866

Participants and beneficiaries may receive from the Plan Administrator, upon request, information as to whether a particular employer is a sponsor of the Plan and, if the employer is a sponsor, the employer's address.

Plan Administrator

The University is the administrator of the Plan.

Plan Funding

Plan assets are held by TIAA. You may contact TIAA at the following address and telephone numbers:

TIAA
730 Third Ave.
New York, NY 10017
(800) 842-2888
www.TIAA.org/jefferson

Amounts originally contributed to a Predecessor Plan may be invested with the following vendors which are not accepting new contributions under the Plan:

MetLife, C/O FASCORE,
Department 0408,
Denver, CO 80256-0408

MetLife Plan Services: (800) 543-2520

www.mlr.metlife.com

Fidelity Investments

P.O. Box 770002,

Cincinnati, OH 45277-0090

(800) 343-0860

www.Netbenefits.Fidelity.com