

**THOMAS JEFFERSON UNIVERSITY AND  
THOMAS JEFFERSON UNIVERSITY  
HOSPITALS, INC.  
SEVERANCE PAY PLAN  
AND  
SUMMARY PLAN DESCRIPTION**

Plan Effective Date: June 19, 2017

**THOMAS JEFFERSON UNIVERSITY AND  
THOMAS JEFFERSON UNIVERSITY HOSPITALS, INC.  
SEVERANCE PAY PLAN  
AND SUMMARY PLAN DESCRIPTION**

**1. INTRODUCTION**

Thomas Jefferson University (“TJU”), and Thomas Jefferson University Hospitals, Inc. (“TJUH”) have adopted the Thomas Jefferson University and Thomas Jefferson University Hospitals, Inc. Severance Pay Plan (the “Plan”) to provide severance pay to certain employees whose employment is terminated as a result of planned layoffs. This document is both the Plan and the Summary Plan Description and it sets forth the official terms of the Plan.

**2. ELIGIBILITY**

(a) In General

The only categories of persons eligible for benefits under the Plan are Regular Full-Time Employees or Regular Part-time Employees (as defined in subsection 3(a) of the Plan) who: (1) had been continuously employed by TJU or TJUH for at least one year prior to the effective date of Layoff; (2) are terminated from employment by TJU or TJUH on or after the Plan Effective Date, without cause and for lack of available work (each such termination being hereinafter referred to as a “Layoff”, and the collective Layoffs being referred to as a “Reduction in Force” or “RIF”); and (3) are not otherwise excluded from coverage under this Plan pursuant to subsection 2(b).

(b) Employees Not Covered

The Plan does not cover persons who were not employed by TJU or TJUH, whether or not such persons were employees of any other corporation or entity that is affiliated with TJU or TJUH. The Plan does not cover individuals who worked for, or are working for TJU or TJUH in any positions other than Regular Full-Time or Regular Part-Time (as defined in subsection 3(a) of the Plan). The Plan does not cover per diem employees, relief or casual employees (whether or not such employees were regularly scheduled to work at TJU or TJUH), temporary employees, employees who, at the time of their Layoff, are in their probationary period of employment with TJU or TJUH, leased employees, independent contractors or agents (or individuals who are otherwise classified as such by TJU or TJUH whether or not such classification is upheld upon governmental or judicial review), faculty members, residents, post doctorate fellows, JeffTemps, employees subject to collective bargaining agreements, employees whose positions are funded by grant or contract and the employees were so advised at the time of employment, or employees who qualify for long term disability benefits. The Plan does not cover employees who: (1) have individual agreements which provide for severance benefits with Jefferson; (2) are eligible for benefits pursuant to Thomas Jefferson University Hospitals, Inc.’s Executive Severance Plan; (3) are eligible for benefits pursuant to Abington Memorial Hospital’s Dixon School of Nursing Special Severance Pay Plan; or (4) are eligible for any other severance compensation.

Furthermore, the Plan does not cover: (1) employees who are placed in positions or are offered Comparable Positions (as defined in subsection 3(a) of the Plan) with any Related Organization; or (2) employees who are: (i) in a department, division, service or other business segment which is reduced in size or closed, and all or part of the business segment and its function(s) are assumed by another employer; and (ii) offered Comparable Positions (as defined in subsection 3(a) of the Plan) with that other employer (such an employer is referred to herein as a “Third Party Successor Employer”).

(c) Resignation or Discharge

(1) The Plan is not available to employees who have resigned or given notice of retirement, resignation or termination from employment on or before the date on which they receive notice that their employment will be terminated by TJU or TJUH as the result of the RIF. For employees to be eligible for benefits under the Plan, they must remain employees of TJU or TJUH until the final day of active work specified by TJU or TJUH. An employee who leaves employment before such date, regardless of the reason, shall be deemed to have voluntarily resigned, and shall be ineligible for benefits under the Plan.

(2) Employees who are discharged for reasons other than without cause for lack of available work (including, but not limited to, those terminated for violation of a TJU or TJUH rule or policy, insubordination, poor performance, misconduct, or any other similar cause), or whose employment is terminated prior to the Plan’s Effective Date or after the Plan is discontinued, shall be ineligible for benefits under the Plan.

### 3. SEVERANCE BENEFITS

(a) Definitions (for purposes of the Plan only). Unless defined elsewhere in this Plan, capitalized terms shall have the following meanings:

“Comparable Position” means a position which is generally similar to the position held at the time of the employee’s Layoff in terms of salary, duties and responsibilities.

“Participant” means a person meeting the eligibility requirements set forth in Section 2 above.

“Regular Full-Time Employee” means a person who, at the time of notice of the Layoff at issue, was regularly scheduled\* by TJU or TJUH to work at least seventy (70) hours every two (2) weeks for TJU or TJUH. “Regular Full-Time Employee” specifically excludes relief or casual employees, whether or not such employees were regularly scheduled to work at least seventy (70) hours at TJU or TJUH. Additionally, under no circumstances will regularly scheduled time or any other time worked in a position at a Related Organization be included in the determination of whether an employee is a “Regular Full-Time Employee.”

“Regular Part-Time Employee” means a person who, at the time of notice of the Layoff at issue, (a) was regularly scheduled\* by TJU or TJUH to work at least forty (40) and fewer than seventy (70) hours every two (2) weeks for TJU or TJUH; or, (b) was a weekend plan employee as defined

by TJU or TJUH. “Regular Part-Time Employee” specifically excludes relief or casual employees, whether or not such employees were regularly scheduled to work at TJU or TJUH. Additionally, under no circumstances will regularly scheduled time or any other time worked in a position at a Related Organization be included in the determination of whether an employee is a “Regular Part-Time Employee.”

“Related Organization” means at the time of the Layoff at issue, any parent, subsidiary or affiliate of TJU or TJUH, including, but not limited to Abington Health, Abington Memorial Hospital, Lansdale Hospital, Abington Health Foundation, Thomas Jefferson University Hospitals, Inc., Thomas Jefferson University, Jefferson University Physicians, Methodist Associates in Healthcare, Inc., d/b/a Jefferson Community Physicians, TJUH System, and their schools, training programs, companies, foundations, partnerships, joint ventures, medical practice groups, professional and medical staffs, franchisees, and their predecessors and successors.

“Weekly Rate” means: with respect to a person paid on an hourly basis, the person’s regular rate per hour multiplied by the person’s regularly scheduled\* work hours per week as established by TJU or TJUH; and, with respect to a person paid on a salary basis, the person’s regular salary per week as established by TJU or TJUH. In no instance does a person’s Weekly Rate include such things as (but not limited to): bonuses of any sort, overtime compensation, variable compensation or other incentive pay, shift premiums or differentials, on-call pay, reimbursements, commissions, expense allowances, the value of any employee fringe benefits or perquisites, or any deferred compensation arrangement.

“Year of Service” means a period of twelve (12) consecutive months of employment by TJU or TJUH. This measurement will be based on the period from the Participant’s most recent start date of employment to the most recent date of termination from employment. A partial Year of Service will not be considered for purposes of the calculation of benefits available under this Plan,

\* For purposes of this definition, the determination of “regularly scheduled” hours will be based on the coding of hours in the pertinent records (which may not be the number of hours that were actually worked).

(b) Agreement and Release

Participants who want to receive a severance pay benefit (“Severance Pay”), COBRA Continuation Benefits (defined in subsection 3(d)(3) below), or a Tuition Waiver Benefit (defined in subsection 3(d)(4) below), will be required, as a condition to receiving any of such benefits, to sign an Agreement and Release (“Release”) which covers, among other things, all employment-related claims (e.g., claims arising from or related to, application for employment, recruitment, employment, or the termination of employment) against TJU or TJUH and/or any Related Organization and their agents, employees, and other entities and individuals as set forth in the Release. The Release will also provide that if it is determined that either TJU or TJUH or both should have provided notice to Participants pursuant to the WARN Laws as described in subsection 3(c) below, any Severance Pay and benefits provided to Participants pursuant to this Plan will reduce the amount of any back pay and/or benefits otherwise due to Participants pursuant

to the WARN Laws. While the foregoing generally describes some of the provisions which will be in the Release, it is not a complete description of all provisions within the Release. Furthermore, TJU or TJUH has the sole discretion to prescribe the form and contents of the Release and such may be revised at any time at TJU's or TJUH's sole discretion. Participants will be given a copy of the Release before or after the dates of their terminations from employment. Participants are required to sign and return the Release within the time limit contained in the Release.

(c) WARN Laws

The Worker Adjustment and Retraining Notification ("WARN") Act requires that employers provide certain affected employees with 60-days' notice of a mass layoff or plant closing. In the event that TJU or TJUH initially believe that a given planned Reduction in Force covered by this Plan will not rise to the level of a mass layoff or plant closing as defined by the WARN Act, and it is later determined that the Reduction in Force was, in fact, a mass layoff or plant closing within the meaning of the WARN Act, or otherwise constituted a violation of the WARN Act or any similar state or local law providing notification requirements in connection with the termination of employment (including but not limited to Chapter 9-1500 of the Philadelphia Code) (collectively referred to as "WARN Laws"), then any Severance Pay and benefits received by Participants pursuant to this Plan will be applied to reduce the amount of back pay and benefits that TJU or TJUH may otherwise be required to provide to Participants pursuant to the WARN Laws.

(d) Severance Pay and Other Benefits

(1) Participants will be offered Severance Pay and COBRA Continuation Benefits in accordance with the following tables:

<b>Participant's Position (as identified by job title) on the Effective Date of Layoff</b>	<b>Severance Pay</b>	<b>COBRA Continuation Benefits (See subsection 3(d)(3) below for qualifications)</b>
<b>Staff (meaning, any Participant who does not have a job title which falls into one of the below designations)</b>	1 week of pay at the Participant's Weekly Rate for each completed Year of Service; however, in no case shall the number of weeks of pay be less than 8 weeks or more than 26 weeks	1 week for every completed Year of Service; however, in no case shall the benefits be provided for less than 8 weeks or more than 26 weeks
<b>Supervisor/Manager</b>	1.5 weeks of pay at the Participant's Weekly Rate	1.5 weeks for every completed

	for each completed Year of Service; however, in no case shall the number of weeks of pay be less than 8 weeks or more than 26 weeks	Year of Service; however, in no case shall the benefits be provided for less than 8 weeks or more than 26 weeks
<b>Director Level and Above</b>	2 weeks of pay at the Participant's Weekly Rate for each completed Year of Service; however, in no case shall the number of weeks of pay be less than 12 weeks or more than 39 weeks	2 weeks for every completed Year of Service; however, in no case shall the benefits be provided for less than 12 weeks or more than 39 weeks
** Director Level and Above will also receive 6 months of outplacement service with a company selected by TJU or TJUH.		

- (2) Notwithstanding anything in this Plan to the contrary, in the event that a Participant is reinstated as an employee of TJU or TJUH or becomes an employee of a Third Party Successor Employer, Thomas Jefferson University Hospitals, Inc., Thomas Jefferson University, Jefferson University Physicians, Abington Memorial Hospital, Lansdale Hospital or any entity which is a subsidiary or controlled affiliate of those entities, that Participant's entitlement to Severance Pay and COBRA Continuation Benefits hereunder shall cease effective on the date of such re-employment or employment. If a Participant is re-employed or employed by an entity described in this subsection within 6 months of the effective date of the Participant's termination of employment with TJU or TJUH, the Participant will retain the seniority date Participant had with TJU or TJUH. If a Participant is re-employed or employed by an entity described in this subsection at any time after 6 months after the effective date of termination of employment with TJU or TJUH, the Participant will not retain Participant's seniority date and will be considered a new hire for all purposes.
- (3) To the extent that the Participant is eligible for a continuation of medical and dental benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA Continuation Benefits") and the Participant timely elects continuation of such benefits, the entity laying off the Participant shall be responsible for the Participant's share of premiums for such COBRA Continuation Benefits for the period described in the applicable third column of subsection 3(d)(1) above (the "Applicable Period") after the date the Participant's medical and dental benefits are terminated as a result of the Layoff. In order

to elect COBRA Continuation Benefits, a Participant must timely complete and file such paperwork as is required by the TJU or TJUH, and the Participant's failure to do so shall result in disqualification for benefits and the premium assistance described in this subsection 3(d)(3). At any time during the Applicable Period, a Participant may terminate COBRA Continuation Benefits by providing the Plan Administrator with written notice of such termination, but once a Participant's participation is so terminated, the Participant's COBRA Continuation Benefits will not be reinstated.

- (4) To the extent a Participant is responsible for tuition repayments to TJU or TJUH, pursuant to that entity's policies or procedures at the time of the termination of the Participant's employment as a result of the Layoff with that entity, the applicable entity agrees to waive such repayment obligation ("Tuition Waiver Benefit"). Participant's eligibility to participate in any tuition assistance program will end as of the date of the termination of Participant's employment with the applicable entity; however, in the event a Participant is at the time of the Layoff enrolled and actively participating in a course or courses for which the Participant would receive reimbursement from the entity absent the Layoff, then the Participant shall be eligible for reimbursement for that course or courses, subject to all other terms and conditions of the entity's tuition reimbursement program.

#### **4. PROVISION OF BENEFITS**

- (a) Method and Timing of Payment

Provided that Participant timely executes a Release (and it is not revoked), Severance Pay due in accordance with subsection 3(d) above will be paid in bi-weekly installments on the applicable entity's regular payroll schedule. The first payment of Severance Pay will begin within thirty (30) calendar days of the Effective Date (as that term is defined in the Release) of the Release. Severance Pay payments will be subject to ordinary withholdings for employment-related taxes in accordance with the applicable entity's practices. Provided that Participant timely executes a Release (and it is not revoked), COBRA Continuation Benefits will begin in accordance with the applicable entity's practices. A Participant's eligibility for payment of accrued and unused paid time off, ETO, Sick leave or other comparable employee benefit shall be determined according to the applicable entity's policies and procedures in effect at the time the Participant's employment is terminated.

- (b) Source of Payment

All severance benefits under the Plan will be paid from the general assets of the applicable entity, and no trust fund, escrow arrangement, or other segregated account will be established. Accordingly, Participants entitled to receive severance benefits under the Plan will have no priorities over the claims of the entity's general creditors.

## **5. NO EMPLOYMENT RELATIONSHIP**

Participants will not be employees of TJU or TJUH or any Related Organization by virtue of receiving any benefits under the Plan. Likewise, payments by any of the entities of any benefits under the Plan shall not imply any employment relationship with that entity or any Related Organization or entitle any Participant to any other benefits from TJU or TJUH or Related Organization. The period of time during which Severance Pay is paid hereunder shall not be taken into consideration in calculating years of service and benefits under any pension plan sponsored by TJU or TJUH or Related Organization, and the amount of Severance Pay shall not be considered compensation for purposes of calculating benefits under any pension plan sponsored TJU or TJUH or Related Organization.

## **6. DURATION, AMENDMENT AND MODIFICATION OF PLAN**

The Plan is effective only for Participants whose employment is terminated on or after the Plan Effective Date of June 19, 2017. TJU and TJUH reserve the right, in their sole and absolute discretion, to amend, modify or terminate the Plan at any time, with or without notice, prospectively or, to the extent permitted by law, retroactively, by written document approved by an officer of one of the entities.

## **7. PLAN ADMINISTRATION**

### **(a) Discretion and Finality**

TJU or TJUH hereby delegate the duties of the Plan Administrator to the Executive Vice President and Chief Human Resources Officer, TJU. The Plan Administrator has full discretionary authority to administer and interpret the Plan, including without limitation discretionary authority to determine all questions relating to eligibility for participation and for benefits under the Plan, to determine the amount of benefits (if any) payable to a Participant, and to interpret ambiguous terms. The Plan Administrator may delegate any or all of its administrative duties to other personnel of TJU or TJUH. Any such delegation will carry with it the full discretionary authority of the Plan Administrator to carry out the delegated duties. All determinations by the Plan Administrator will be final and conclusive upon all persons. The validity of any interpretation, construction, decision or finding of fact by the Plan Administrator shall not be given de novo review if challenged in court, by arbitration, or in any other forum, and shall be upheld unless arbitrary and capricious. Only the Plan Administrator is authorized to make administrative interpretations of the provisions of the Plan and will do so only in writing. No person is entitled to rely on any representation, whether oral or in writing, which anyone other than the Plan Administrator may make concerning the Plan and/or entitlement to benefits under the Plan.

### **(b) Drafting Errors**

If, due to errors in drafting, any Plan provision does not accurately reflect its intended meaning, as demonstrated by consistent interpretations or other evidence of intent, or as determined by the Plan Administrator in its sole and exclusive judgment, the provision shall be considered ambiguous and shall be interpreted by the Plan Administrator and all Plan fiduciaries in a fashion consistent with

its intent, as determined in the sole and exclusive judgment of the Plan Administrator. The Plan Administrator may amend the Plan retroactively to cure any such ambiguity.

(c) **Fiduciary Disclosure Authority**

No Plan fiduciary shall have the authority to answer questions about any pending or final business decision of TJU or TJUH or any affiliates that has not been officially announced, to make disclosures about such matter, or even to discuss them, and no person shall rely on any unauthorized, unofficial disclosure. Thus, before a decision is officially announced, no fiduciary is authorized to tell any person, for example, that his or her employment will or will not be terminated or that TJU or TJUH will or will not offer exit incentives in the future. Nothing in this subsection shall preclude any fiduciary from fully participating in the consideration, making, or official announcement of any business decision.

(d) **Scope**

This section may not be invoked by any person to require the Plan to be interpreted in a manner inconsistent with its interpretation by the Plan Administrator or other Plan fiduciaries.

**8. COSTS AND INDEMNIFICATION**

All costs of administering the Plan and providing Plan benefits will be paid by TJU or TJUH. To the extent permitted by applicable law and in addition to any other indemnities or insurance provided by the applicable entity, it shall indemnify and hold harmless the Plan Administrator, any persons acting as Plan fiduciaries, the applicable entity's current and former officers, directors, and employees, against all expenses, liabilities, and claims (including legal fees incurred to defend against such liabilities and claims) arising out of their discharge in good faith of their administrative and fiduciary responsibilities with respect to the Plan. Expenses and liabilities arising out of gross negligence or willful misconduct will not be covered under this indemnity.

**9. CLAIMS PROCEDURE**

(a) **Claims Normally Not Required**

Normally, a Participant does not need to present a formal claim to receive benefits payable under the Plan.

(b) **Claim for Benefits**

If you believe you are incorrectly denied a benefit or are entitled to a greater benefit than the benefit you receive under the Plan, you must submit a signed, written claim to the Plan Administrator. A copy of a sample claim form is attached as Attachment "A" to the Plan.

(c) **Denial of Claims**

In the event that you submit a written claim for benefits that is denied, in whole or in part, the Plan Administrator must notify you, in writing, of the denial of the claim, and of your right to review of the denial. The written notice of denial will be set forth in a manner designed to be understood by you, and will include specific reasons for the denial, specific references to the Plan provision upon which the denial is based, a description of any information or material that the Plan Administrator needs to complete the review and an explanation of the Plan's review procedure. This written notice will be given to you within 90 days after the Plan Administrator receives the claim, unless special circumstances require an extension of time, in which case, the Plan Administrator has up to an additional 90 days for processing the claim. If an extension of time for processing is required, written notice of the extension will be furnished to you before the end of the initial 90-day period. This notice of extension will describe the special circumstances necessitating the additional time and the date by which the Plan Administrator is to render its decision on the claim. If written notice of denial of the claim for benefits is not furnished within the specified time, the claim shall be deemed to be denied. You will then be permitted to appeal the denial in accordance with the review procedure described below.

(d) **Request for Review**

If your claim for benefits is denied (or deemed denied), in whole or in part, you (or your authorized representative) may appeal the denial by submitting a request for a review to the Plan Administrator within 60 days after the claim is denied (or deemed denied). The Plan Administrator will give you (or your representative) an opportunity to review relevant documents in preparing a request for a review. A request for a review shall be in writing. A request for review must set forth all of the grounds on which it is based, all facts in support of the request and any other matters that you feel are pertinent. The Plan Administrator may require you to submit additional facts, documents or other material as it may find necessary or appropriate in making its review.

(e) **Decision on Review**

The Plan Administrator will act on each request for review within 60 days after receipt of the request, unless special circumstances require an extension of time (not to exceed an additional 60 days), for processing the request for a review. If an extension for review is required, written notice of the extension will be furnished to you within the initial 60-day period. The Plan Administrator will give prompt, written notice of its decision to you. In the event that the Plan Administrator confirms the denial of the claim for benefits in whole or in part, the notice will outline, in an understandable manner, the specific reasons for the decision and the Plan provisions upon which the decision is based. If written notice of the Plan Administrator's decision is not given to you within the time prescribed in this paragraph, the claim will be deemed denied on review.

(f) **Exhaustion of Remedies**

No legal action for benefits under the Plan may be brought until you have completed all of the following steps: (1) you have submitted a written claim for benefits in accordance with the

procedures described above, (2) you have been notified by the Plan Administrator that the claim is denied (or the claim is deemed denied due to the Plan Administrator's failure to act on it within the established time period), (3) you have filed a written request for a review of the claim in accordance with the appeal procedure described above, and (4) you have been notified in writing that the Plan Administrator has denied the appeal (or the appeal is deemed to be denied due to the Plan Administrator's failure to take any action on the claim within the time prescribed above).

## **10. PLAN TERMS**

Except with respect to employees who: (1) have individual severance agreements with TJU or TJUH; (2) are eligible for benefits pursuant to Thomas Jefferson University Hospitals, Inc.'s Executive Severance Plan; or (3) are eligible for benefits pursuant to Abington Memorial Hospital's Dixon School of Nursing Special Severance Pay Plan, or are eligible for any other Severance benefits, the Plan supersedes any and all prior separation and severance arrangements, policies, programs and plans which were previously offered by TJU or TJUH or their subsidiaries to any groups or classes of employees or former employees covered by the Plan.

## **11. TAXES**

TJU or TJUH will withhold taxes and all other applicable payroll deductions from any and all severance payments.

## **12. NO RIGHT TO CONTINUED EMPLOYMENT**

No provision of the Plan provides, or is intended to provide, any Participant or employee with any right to continued employment with TJU or TJUH or a Related Organization or otherwise affect the right of any of TJU or TJUH or a Related Organization to terminate the employment of any individual at any time for any reason, with or without cause or notice.

## **13. GOVERNING LAW**

The Plan is a welfare plan subject to the Employee Retirement Income Security Act of 1974 ("ERISA") and it shall be interpreted, administered, and enforced in accordance with that law. To the extent that state law is applicable, the statutes and common law of the Commonwealth of Pennsylvania (excluding its choice of law rules or provisions) shall apply.

## **14. MISCELLANEOUS**

Where the context so indicates, the singular will include the plural and vice versa with respect to all words and phrases, including, without limitation, defined words and phrases. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of the Plan. Unless the context clearly indicates to the contrary, a reference to a statute or document shall be construed as referring to any subsequently enacted, adopted, or executed counterpart.

## 15. ADDITIONAL PLAN INFORMATION

- **Name of Plan:** Thomas Jefferson University and Thomas Jefferson University Hospitals, Inc. Severance Pay Plan
- **Plan Sponsors:**

Thomas Jefferson University 130 S. 9 <sup>th</sup> Street Philadelphia, PA 19107	Thomas Jefferson University Hospitals, Inc. 111 S. 11 <sup>th</sup> Street Philadelphia, PA 19107
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- **Plan Administrator:**

Executive Vice President and Chief Human Resources Officer, Thomas Jefferson University
- **Plan No.: 1001**
- **Plan Year:** For purposes of maintaining the Plan's records, the Plan year commences on June 19, 2017.
- **Type of Plan:** The Plan is a severance pay plan/employee welfare benefit plan. The Plan is not a pension benefit plan.
- **Direct Inquiries to:** Mr. Jeffrey Stevens,  
Executive Vice President and Chief Human Resources Officer  
Thomas Jefferson University  
833 Chestnut Street, Suite 900, Room 94  
Philadelphia, PA 19107  
215- 503-7015
- **Agent for Service of Legal Process:** Executive Vice President and Chief Human Resources Officer, Thomas Jefferson University Hospitals, Inc. Legal process may also be served on the respective employer at the above address as the Plan Sponsor.
- **Plan Costs:** The cost of the Plan is paid by the Plan Sponsors.
- **Effective Date:** This Summary Plan Description became effective as of June 19, 2017.

## 16. YOUR ERISA RIGHTS

Under the Employee Retirement Income Security Act of 1974 ("ERISA"), you have certain specific rights regarding the Plan. This document constitutes the official Plan document and the required summary plan description under ERISA.

In addition to creating rights for Plan participants, ERISA imposes duties upon people who are responsible for the operation of the Plan. The people who operate your Plan, called fiduciaries, have a duty to do so prudently and in the interest of you and other Plan participants. No employee may be fired or discriminated against to prevent him or her from obtaining severance benefits under the Plan or from exercising his or her rights under ERISA.

If your claim for severance benefits is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim.

Under ERISA, you can take steps to enforce your rights. For instance, if you request materials pertaining to this Plan from the Plan Administrator and do not receive them within 30 days, you may file a suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 per day until you receive them, unless the reasons why the materials were not sent were beyond the control of the Plan Administrator. If your claim for severance benefits is denied or ignored, in whole or in part, you may file suit in a state or federal court after following the steps outlined in Paragraph 9 above. If it should happen that the 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 sued to pay these costs and fees, including attorneys' fees. If you lose, for example because the court finds your claim frivolous, you may be ordered to pay these costs and fees.

TJU and TJUH are committed to assuring full compliance with their ERISA obligations.

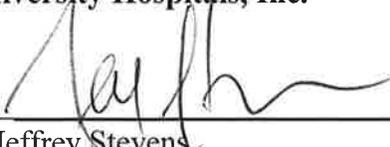
If you have any questions about the Plan, please do not hesitate to contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

## 17. EXECUTION

To record the adoption of the Plan as set forth herein, effective as of June 19, 2017, Thomas Jefferson University and Thomas Jefferson University Hospitals, Inc. have caused their duly authorized representative to execute the same as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**Thomas Jefferson University and Thomas Jefferson  
University Hospitals, Inc.**

By: \_\_\_\_\_

  
Jeffrey Stevens  
Executive Vice President and  
Chief Human Resources Officer

