

Summary Plan Description

The Johns Hopkins University Tax Sheltered Annuity Program for Former Employees of Johns Hopkins Bayview Physicians

Effective January 1, 2024

TABLE OF CONTENTS

	Page
Fast Facts	4
403(b) Plan Benefits At-A-Glance.....	4
Important Information about Your Plan Rights and this Summary Plan Description (“SPD”).....	5
Eligibility	5
Naming a Beneficiary	5
Investment Gains or Losses	7
Vesting	7
Military Leave.....	7
Investing Your Account.....	7
Receiving Your Account.....	8
Distributions.....	8
In-Service Withdrawals	10
Loans.....	11
Disability.....	12
Applying for Benefits	12
Tax Implications	12
Required Minimum Distributions	13
Survivor Benefits	14
Cybersecurity	14
Loss or Delay of Benefits	15
Administrative Information	15
Eligibility Claims	16
Claims and Appeal Rules.....	16
Failure to Follow Procedures	18
Time Limit to Bring a Lawsuit	18
Plan Overpayments	18
Burden of Proof Regarding Records.....	18
Plan Amendment or Termination.....	18
Interpretation of the Plan	19

TABLE OF CONTENTS
(continued)

	Page
Non-Guarantee of Employment.....	19
No Coverage by the PBGC.....	19
ERISA Rights Statement.....	19
Plan Fees and Expenses	21
Creditors and QDROs.....	21
Administrative Facts	21
Resources	22

Fast Facts

- The Plan was frozen January 1, 2002. No additional contributions may be made to the Plan, and no one was permitted to become a participant in the Plan on or after January 1, 2002.
- You choose how to invest your Plan account from a menu of available investment funds.
- Your account balance changes due to investment returns on your account balance.
- You are eligible to receive your full account balance when your University employment ends and you are also permitted to withdraw your full account balance after you reach age 59 ½ even while you are still working

403(b) Plan Benefits At-A-Glance

Plan Feature	How It Works
Eligibility	The Plan was frozen to new contributions as of January 1, 2002 and no additional participants were added to the Plan after that date.
Your contributions	The Plan was frozen to all employee and employer contributions as of January 1, 2002.
When you are vested	All participants are 100% vested in their accounts.
Investing your account	You choose how to invest all contributions to your account. If you do not take any action, then you will be deemed to have elected investment in the Plan's default investment option.
When you can receive your account	In general, you may receive payment of your account at any time after your employment ends or attainment of age 59 ½.
Payment options	You can choose to receive payment of your account in a single lump sum, in annual installments, or as a monthly annuity, including a monthly annuity with a guaranteed number of payments.
Survivor benefits	In the event of your death, your spouse or beneficiary (if eligible) will receive your benefit based on your elected form of payment or in any of the payment options available if you die before electing a form of payment.

Important Information about Your Plan Rights and this Summary Plan Description (“SPD”)

This is a summary plan description as defined by the Employee Retirement Income Security Act of 1974, as amended (referred to as “ERISA”) of The Johns Hopkins University Tax Sheltered Annuity Program for Former Employees of Johns Hopkins Bayview Physicians (“Plan”). It is meant to highlight the most important provisions of the Plan, effective as of the date on the front cover, in non-legal language. It does not describe all Plan provisions and may not cover provisions that only apply to a small number of participants.

If you believe you are entitled to a benefit that you have not received or if you disagree with any determination made by the Plan Administrator regarding your benefit (such as the amount of your benefit or how it is calculated), you may submit a claim for benefits under the Plan. However, the time period for submitting a claim for benefits is limited. If you fail to make a timely claim for benefits or you fail to timely appeal a claim, you may lose your right to those benefits. For important information regarding the process for submitting a claim for benefits and the deadlines of submitting such a claim, see the “Claims and Appeal Rules” and “Time Limit to Bring a Lawsuit” sections of this summary plan description.

It is very important that you keep your address and contact information up to date while you have a benefit under the Plan. Failure to timely update your address may result in Plan correspondence, payments, and tax forms mailed to an incorrect address, as well as delays in the payment of your benefit. You can update your address by contacting the TIAA Retirement Service Center (888-200-4074).

Benefits can only be provided in accordance with the terms of the Plan document, and this summary is neither the Plan document nor a substitute for the Plan document. If there is any conflict between the provisions of this summary and the Plan document, the Plan document provisions will be followed. No one can orally change the terms of the Plan.

Eligibility

If you had an account in the Plan as of January 1, 2024, you will continue to participate in the Plan. However, because this Plan was frozen as of January 1, 2002, there have been no new participants added to the Plan after that date.

Naming a Beneficiary

If you participate in the Plan, you must name a beneficiary to receive your Plan account if you die. If you do not name a beneficiary:

- *Unmarried Participants* – If you are not married at the time of your death, your beneficiary will be your estate.
- *Married Participants* – If you are married, your spouse at the time of your death will automatically be your beneficiary for 100% of your benefit. You are permitted to name

someone other than your spouse as your beneficiary, but you must receive your spouse's written consent witnessed by a notary public or a Plan representative in order to do so. You may not designate a non-spouse beneficiary for any portion of your benefit without your spouse's consent. Additionally, if you designate a non-spouse beneficiary with valid spousal consent and subsequently divorce and remarry, then you will need to prepare a new beneficiary designation form with your new spouse's written consent witnessed by a notary public or a Plan representative.

- *Beneficiaries* – If you are a beneficiary of a Plan account and you do not name a beneficiary for any Plan benefits you are entitled to receive, then, at the time of your death, your beneficiary will be your estate.

To be effective, your beneficiary designation must be made in accordance with the rules and procedures established by the Plan Administrator or the Plan's recordkeeper, as applicable. In particular, any beneficiary designation must be submitted to the Plan Administrator or the Plan's recordkeeper to be effective.

Here are some important things to keep in mind as you are naming a beneficiary:

- You may not designate yourself, a pet, or a non-human other than your estate or a trust as your beneficiary.
- You may also not refer to external documents for beneficiary designations (for example, your beneficiary designation may not be "as provided in my will").
- Your beneficiary designation must designate a valid beneficiary or beneficiaries to receive, in total, 100% of your Plan benefit.
- You may designate primary and contingent beneficiaries. Your contingent beneficiaries will not receive a benefit unless your primary beneficiaries all predecease you (and their children predecease you, if you have checked the option that payments may be made to a deceased beneficiary's children).
- If you are married, you need the written consent of your spouse in order to name another person as your beneficiary. To be valid, this consent must be witnessed by a notary or a Plan representative. Remember, if you get divorced and remarried after making a beneficiary designation consented to by your previous spouse, that designation will be invalid and if you would like to designate a beneficiary other than your new spouse, you must execute a new beneficiary designation with your new spouse's consent.
- Any beneficiary designation you made will become invalid if you get married or remarried after such designation is made and before distribution of your benefit begins. As such, if you marry or remarry, you should check your beneficiary designation and update it if you desire.
- Your beneficiary designation must comply with the rules and procedures in effect for the Plan. If your beneficiary designation does not meet the Plan's rules, even if it is initially

accepted by the Plan Administrator or Plan recordkeeper, it will be invalidated, even if not discovered until after your death.

- If any portion of your Plan account is invested in annuity contract investments with TIAA, you should be particularly careful in naming a beneficiary. You may have one or more separate annuity contracts and it generally is necessary for you to make a separate beneficiary designation for each contract. If you name a beneficiary for one annuity contract, but not another, your account may go to different (and unexpected) beneficiaries upon your death.

You may change your beneficiary designation at any time (with spousal consent, if necessary) by following the rules and procedures established by the Plan Administrator or the Plan's recordkeeper. However, the Plan will honor only those death benefit beneficiary designations that have been submitted and approved by the Plan Administrator or recordkeeper before the date of your death.

Investment Gains or Losses

Your account is credited with the investment gains or losses attributable to the contributions Bayview Physicians and you have made to the Plan. While your money remains in the Plan, it can continue to grow with investment earnings on a tax-deferred basis. You choose how to invest your savings from a menu of available investment funds.

Vesting

Vesting refers to "ownership" of your benefit. You are always fully vested in your Plan account.

Military Leave

If you take a leave of absence because of military service and return to employment with the University immediately after the period of military service, subject to certain conditions and requirements, you will participate in the Plan as if you had been working for the University during the military leave of absence.

The Plan permits eligible military reservists called up for more than 179 days of active duty to make penalty-free, taxable withdrawals from their elective deferral accounts under the Plan while on active duty, without restrictions, which then can be re-contributed to an IRA (but not to a 401(k) or 403(b) plan, including the Plan), so long as the re-contribution is made within two years after the end of the active duty. Please contact the Plan Administrator if you require additional details on this provision.

Investing Your Account

You choose how to invest your Plan account. Your Plan account is invested, at your direction, in one or more of the investment funds as selected by the Investment Committee and made available through the Plan's investment menu. The available investment funds are described in detail in the investment brochures and prospectuses which are available to you when you enroll in the Plan and

at any other time upon your request. You may change your investment election for contributions (for future contributions and/or transfer a portion of your Plan account from one investment option to another) at any time by contacting TIAA at 888-200-4074 or by accessing your account via <https://hr.jhu.edu/benefits-worklife/retirement/mychoices-retirement/>. If you do not make an investment election, you will be deemed to have elected investment in the Plan's default investment option determined by the Investment Committee. For more information about the Plan's default funds, you should contact TIAA at 888-200-4074.

The University intends this Plan to be an "ERISA § 404(c) plan," which means that you have investment authority over your accounts and that University is not responsible for any losses that may result from your investment decisions. A broad range of investment options is available to you under the Plan. Your investments in any of the Plan's options are as safe as they would be if you made them independent of the Plan; no more, no less. None of the University, the Investment Committee, the Plan Administrator, nor any other person or entity guarantees the investment performance of any funds or other investment option. None of the University, the Investment Committee, the Plan Administrator or any employee or officer of University or any affiliated company is authorized to give you personalized investment advice regarding the investment of your account in the Plan.

Receiving Your Account

In general, the Plan is designed so that your Plan account will be distributed to you at retirement — upon your earlier termination of employment. However, there are limited circumstances in which you may be able to access your account while you are actively working for the University. The following paragraphs describe the Plan's key features regarding distributions, loans, and in-service withdrawals.

Distributions

You can receive the value of your Plan account as a distribution when you retire or leave the University. Your beneficiary is entitled to a distribution of any undistributed portion of your account following your death. You may also receive a distribution if you become totally and permanently disabled (see "Disability" section, later in this summary).

If you wish, you may also defer payment of your account until a later date beyond your termination of employment with the University (except in the case of a distribution to your beneficiary upon your death). However, you must begin to receive your account no later than the April 1 of the year following the year in which you reach the Applicable Age. The "Applicable Age" is 73 if you reached age 72 after December 31, 2022, age 72 if you reached age 70½ after December 31, 2019, or age 70½ if you reached age 70½ on or before December 31, 2019. If you are still actively working when you reach the Applicable Age, you may delay the payment of your account until you terminate employment. (See "Required Minimum Distributions" section below for details.)

Payment Options

If your account is greater than \$7,000, the Plan's normal form of distribution is an annuity. An annuity is a contractual agreement in which you exchange your account for an income as long as

you — or you and your beneficiary — live. The type of annuity depends on whether you are single or married when benefits begin (see “Standard Annuity Payment Forms” below).

However, you may waive the standard annuity form and choose to receive your account in any of the following forms (subject to any limitations that may be imposed by the investment vehicle in which your Plan account is invested). **Please note: if you are married, notarized spousal consent will be required for any of the optional payment forms listed below:**

- **Cash lump sum**—Your benefit will be paid in one cash lump sum.
- **Annual installment payments over a period you select**—The period you select must be allowed by the investment provider and may not exceed your life expectancy (or the joint life expectancies of you and your designated beneficiary).
- **Through the purchase of a paid-up annuity**—If this form is selected, you may choose among the following available annuities: a single life annuity, a life annuity with 10-, 15-, or 20-year payments certain, a joint and 50%, 66 2/3%, 75% or 100% survivor annuity and a joint and 50%, 66 2/3%, 75% or 100% survivor annuity with 10-, 15- or 20-year payments certain.

Standard Annuity Payment Forms

Unless you elect one of the optional payment forms above, you will normally receive your account as a monthly annuity, as follows:

- ***If you are single.*** If you are single when benefit payments are scheduled to begin, your benefit will be paid as a *single life annuity*— unless you elect to receive a lump sum or another form of payment. A single life annuity provides you with a monthly benefit for the rest of your life. Benefit payments stop when you die and do not continue to anyone else.
- ***If you are married.*** If you are married when benefit payments are scheduled to begin, your benefit will be paid as a *joint and 50% survivor annuity with your spouse as beneficiary* — unless you elect a lump sum or another form of payment. This form of payment provides you with a monthly benefit for life. If you die before your spouse, 50% of your monthly benefit will continue to your spouse for the rest of his or her life. Because this form of payment guarantees monthly payments over two lifetimes, the amount you receive each month is less than what you would receive from a single life annuity. The reduction depends on your age and your spouse’s age when you retire.

You automatically will receive your benefits in this form unless you properly elect (with your spouse’s consent witnessed by a notary public or Plan representative, if married) to receive a different form of benefit payment within 30 days prior to the commencement of benefits. You may elect to waive the 30-day requirement (with your spouse’s consent, if applicable), although a seven-day waiting period will still apply. This election must be made on a form provided by the Plan Administrator or the Plan’s recordkeeper.

Payment of Small Benefits

If your accounts in the aggregate are \$1,000 or less at the time your employment terminates, your accounts will be distributed as soon as possible after your termination date. Your consent to this distribution is not required. If your accounts are greater than \$1,000 but less than or equal to \$7,000 (including rollover contributions), unless you elect otherwise, your distribution will

automatically be paid in a direct rollover to an individual retirement account designated by the Plan Administrator. If your accounts are greater than \$7,000 at the time your employment with the University terminates, you may elect when to receive a distribution from the Plan.

Rollovers and Transfers

Subject to uniform rules established by the Plan Administrator and subject to applicable law, when you are entitled to a distribution from the Plan, you may transfer some or all of your distribution to another 403(b) tax sheltered annuity plan, a tax qualified plan, a governmental 457(b) plan, an IRA, certain annuity contracts (if they will accept the rollover) or a Roth IRA. Please note that any hardship distributions (discussed below) may not be rolled over. You should contact the Benefits Service Center to obtain more information and its approval before taking steps to have a transfer or rollover made from the Plan. **Please note: if you are married, notarized spousal consent will be required.**

The Plan will permit non-spouse designated death benefit beneficiaries who receive eligible rollover distributions from the Plan to make direct rollovers to IRAs, subject to certain Internal Revenue Service requirements.

In-Service Withdrawals

Subject to any limitations that may be imposed by the investment vehicle in which your Plan account is invested, you may be able to withdraw money from your account while you are still working for the University.

In general, you may withdraw your entire account balance at any time after you reach age 59½ while you are employed by the University. If you are younger than age 59½, you may be able to withdraw your before-tax contributions, if you have a financial hardship (see below).

Hardship Withdrawals

Subject to any limitations that may be imposed by the investment vehicle in which your Plan account is invested, you may be eligible to make a withdrawal from your salary reduction contributions, excluding any investment earnings on this money, if you have a financial hardship as defined by the IRS. You may not withdraw your University contributions in the event of a hardship.

Situations that may qualify as a financial need under IRS guidelines include:

- Unreimbursed medical expenses previously incurred or necessary to obtain medical care for you, your spouse, your dependent or your beneficiary;
- Costs directly related to the purchase of your principal residence, excluding mortgage payments;
- The payment of tuition and related educational fees for you, your spouse, your dependent or your beneficiary for the twelve months of college or graduate school education following the withdrawal;

- Payments necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence;
- Payments for burial or funeral expenses for your deceased parent, spouse, children, dependent or your beneficiary;
- Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under Internal Revenue Code Section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income and including personal casualty losses that would have been acceptable under Internal Revenue Code Section 165 prior to January 1, 2018 and without regard to the changes to Internal Revenue Code Section 165 under the Tax Cuts and Jobs Act of 2017);
- Any federal, state, or local income taxes or penalties that may result on account of the hardship distribution;
- Expenses and losses (including loss of income) you incur because of a disaster declared by the Federal Emergency Management Agency (“FEMA”) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, provided your principal residence or principal place of employment was located in a FEMA-designated disaster area; and
- Severe financial hardship resulting from any other event that is deemed an immediate and heavy financial hardship by the Secretary of the Treasury.

A few other rules may apply:

- A hardship withdrawal cannot exceed the amount necessary to meet the financial hardship.
- You must first take all available withdrawals before receiving a hardship withdrawal. If you have an outstanding loan you may not take a hardship withdrawal of the portion of your vested account that serves as collateral for the loan.
- You must represent (in writing or by an electronic medium) that you have insufficient cash or other liquid assets to satisfy the need.

You must pay regular income taxes on the amount you withdraw in the year you receive the money. If you are under age 59½, an additional penalty tax — on top of ordinary income tax — may apply.

Loans

Subject to any limitations that may be imposed by the investment vehicle in which your Plan account is invested, you may be eligible to borrow money from your Plan account. When you repay the loan, you’re actually repaying yourself because the money is deposited back into your Plan account — with interest.

The rules and limitations imposed by the investment vehicle in which your Plan account is invested may vary from investment to investment, but, in general will be made in accordance with The Johns Hopkins University 403(b) Plan Loan Policy, which includes the following:

- You may not borrow in excess of 50% of your vested balance or \$50,000, whichever is less.
- You may have only three loans outstanding (please note – any loans taken before August 1, 2022 are not included in the three loan maximum).
- The minimum loan amount is \$1,000.
- You may not take a loan if you have terminated employment.

- You will be charged a fixed interest rate, a loan processing fee (which will be determined based on the type of loan you are applying for), and annual loan maintenance fees.
- You will not receive any distributions (other than in-service distributions of that portion of your Plan interest that is not used as collateral for the loan) from the Plan unless all loans, including interest, have been repaid or otherwise discharged.
- You must make arrangements to repay your loan via ACH.
- Unless permitted by current tax law, you will not receive a subsequent loan if you have defaulted on a loan until that loan has been repaid, such as by a Plan loan offset.
- You will be required to sign a promissory note, which will state the terms of your loan. The interest rate you pay will be determined by the Plan's recordkeeper and must be reasonable and commensurate with market rates, based on those currently available from area financial institutions. The Plan's recordkeeper will set up the method for your repayment of your loan. Repayment of the loan will be secured by your custodial account interest and by any additional security the investment provider deems appropriate.
- All loan repayments including interest will be credited to your Plan account.
- The time you have to repay your loan will depend on the purpose of your loan. All loans must be repaid within five years except if the purpose of your loan is to purchase your primary residence in which you will then be living.
- If you default on the loan, the investment provider may foreclose on the note and on the security for the loan. In addition, a default will result in your being currently taxed on the outstanding loan amount.

You do not pay income taxes on any money borrowed through the Plan because it is repaid into your Plan account. Please note that the interest portion of your repayments generally is *not* tax deductible. You may wish to consult a tax advisor before taking a loan from your Plan account.

Disability

If you become totally and permanently disabled prior to termination of employment, you may elect to receive payment of your Plan account as may be available under the applicable custodial account in which your Plan account is invested. You are considered totally and permanently disabled if you have been determined to be disabled by the Social Security Administration for Social Security disability benefit purposes.

Applying for Benefits

You or your beneficiary must follow the Plan's procedures and apply to receive benefits from the Plan. Request for benefits are submitted directly to the Plan's recordkeeper.

Please note that no distribution will be made unless the distribution election is made in writing, no more than 180 days and no less than 30 days before the distribution. The 30-day minimum period can be waived and benefits can be distributed as early as seven days after the waiver.

Tax Implications

The Plan enjoys certain tax advantages because it is intended to be a long-term savings program for retirement. For example, under current federal income tax law, money in your Plan account is

not taxable while it is held in the Plan. You or your beneficiary will owe income taxes on the taxable portion of your distribution only when your Plan account is distributed.

In addition to ordinary income taxes, you also may owe a 10% penalty tax if you receive a distribution of your Plan account before retirement.

However, this 10% penalty will not apply in these situations:

- Your account is paid to you after age 59½ while you are still working;
- Your account is paid to you after you terminate employment on or after the date you reach age 55 (the Plan's early retirement age);
- Your account is paid because you become disabled or die;
- You use your account to pay tax-deductible medical expenses;
- Your account is paid in a series of annuity payments or installment payments over a period of 10 or more years;
- Payment is directed to another person by a Qualified Domestic Relations Order (QDRO); or
- You roll over or directly transfer the taxable amount of your account to an individual retirement account (IRA) or another qualified employer-sponsored plan.

Most state and local governments generally treat pre-tax contributions the same way as the federal government. However, some states and local governments tax these amounts at the time they are contributed. Distributions from the Plan may or may not be subject to state and local income taxes when you receive them. You should contact your personal tax advisor for specific information on the tax rules of your state or city.

Required Minimum Distributions

Under the IRS required minimum distribution rules, distributions from your Plan account must begin no later than your "Required Beginning Date," which is April 1 of the calendar year following the end of the year in which:

- You attain the Applicable Age (which may be 73, 72, or 70½, as described in "Distributions");
or
- You terminate employment with the University, if later.

As such, if you continue working beyond the Applicable Age, you may not be required to take a required minimum distribution from the Plan. The same may also be true if you continue working for the University following a change in employment status (for example, you change from a full-time, regular employee to a limited or casual employees).

The amount of your required minimum distribution is calculated in accordance with IRS rules and regulations and depends on the value of your retirement savings account, your life expectancy or, if you elect, the joint life expectancy of you and your spouse.

The payment of your required minimum distributions is extremely important because the IRS can impose a 50% excise tax on any required minimum distribution that is not timely distributed to

you for a particular year. We strongly encourage you to consult your tax advisor with any questions regarding required minimum distributions.

It is your responsibility to keep the Plan's recordkeeper informed of your current mailing address. The University is not responsible for any excise taxes that may be imposed if you cannot be located at the time a required minimum distribution is due.

Survivor Benefits

In general, if you die before distribution of your Plan account begins and if you are married on the date of your death, unless your surviving spouse elects otherwise, your Plan account will be used to purchase an annuity that provides monthly payments for the life of your surviving spouse.

With your spouse's consent, you may elect to designate a different beneficiary to receive a distribution of your Plan account following your death. Your spouse's consent must be on a form provided by the Plan Administrator. If you are married, have not reached age 35 and are still employed with the University, you must again receive your spouse's consent to a different beneficiary or different form of payment after you reach age 35. If, however, you have separated from service, you may, with the consent of your spouse, waive your spouse's annuity benefit, even if you have not reached age 35.

There are special required minimum distribution rules that apply to your beneficiaries in the event of your death. In certain instances, these rules may require that your beneficiaries start receiving distribution of your Plan benefits soon after your death (and much sooner than when you would have been required to start receiving distributions). As such, in the event of your death, it is important for your beneficiaries to contact the Plan Administrator immediately.

Cybersecurity

It is critical that you take steps to ensure the security of your Plan and personal information to reduce the risk of fraud and loss. This includes, among other things, using a strong and unique password for online access (such as avoiding dictionary words and letters and numbers in sequence, using both letters and numbers and special characters, changing your password regularly, not using repeated or reused passwords from other sites, etc.), enabling multi-factor authentication to help verify that you are the one accessing your Plan information, monitoring your Plan information—including your online account—and Plan communications (such as mailings to your home from the University or investment providers) for transactions that you did not authorize, and keeping your contact information and communication preferences up to date to ensure that you receive all Plan notices. It is also important that you are careful when using free Wi-Fi networks that impose security risks and are sensitive to the risk of phishing attacks that might attempt to trick you into sharing your passwords, account numbers and sensitive information. Many security features that are available require you to opt into the feature. To understand the security features that are available to you, and to make sure that you have elected all of the security features you wish, please contact the TIAA Retirement Center at 888-200-4074.

Loss or Delay of Benefits

While you retain ownership of any contributions you make to the Plan and related investment earnings, below is a summary of situations that could delay payment of your Plan account or result in a forfeiture:

- If you fail to properly apply for benefits or to provide necessary information, payment of your benefits could be delayed.
- If you do not keep your most recent address on file with the University and the Plan's recordkeeper and you cannot be located, your benefit payment may be delayed.
- If you fail to make a timely claim or appeal of a denied claim, those benefits will not be paid (refer to the "Claims and Appeal Rules" and "Time Limit to Bring a Lawsuit" sections below).
- Benefits may also be reduced or lost due to limitations under the Internal Revenue Code; the imposition of income, penalty and excise taxes or a federal tax lien; the application of a qualified domestic relations order; or a judgment or settlement agreement that requires you to make payments to the Plan. If you are convicted of a crime involving the Plan, those benefits will be forfeited.
- If the value of your account decreases due to investment losses.
- If your Plan account is reduced to pay for Plan expenses.
- If you fail to timely advise the Plan Administrator in writing of an error or omission in your quarterly Plan account statement, or in any statement, notice, confirmation or disclosure you receive.
- If an error is made in calculating the amount of your benefit and you receive overpayments from the Plan, the Plan Administrator is permitted to take appropriate steps to recover any overpayments erroneously made to you.
- Investment earnings are not guaranteed under the Plan. This means that amounts that you contribute to the Plan or that are contributed to the Plan on your behalf may, depending upon the investment performance of the funds selected by you, decrease in value.

Administrative Information

This summary plan description is intended to provide you with accurate and easy-to-understand information about The Johns Hopkins University Tax Sheltered Annuity Program for Former Employees of Johns Hopkins Bayview Physicians. It includes a summary of your retirement benefits and important information you need to use your benefits.

The official Plan documents and contracts contain full details of the legal provisions of the Plan. In case of a conflict between the official Plan documents, the summaries provided here,

any other written materials, or any oral statements made to you concerning your benefits, the official Plan documents will govern.

The Plan will provide benefits in accordance with applicable federal laws.

You may review or obtain copies of the official Plan documents. To receive copies, contact the Benefits Service Center via email at benefits@jhu.edu, or call (410) 516-2000. Office hours are Monday through Friday, 8:30 am — 5:00 pm.

<p>Johns Hopkins University Benefits Service Center Johns Hopkins at Eastern 1101 East 33rd Street, Suite D200 Baltimore, MD 21218 Fax: (443) 997-5820</p>

This summary plan description reflects the terms of the Plan as effective on January 1, 2024. Where appropriate, the rules in existence prior to January 1, 2024 are explained. However, for questions prior to January 1, 2024, please refer to the appropriate summary plan description and summaries of material modifications.

Eligibility Claims

Eligibility claims are those claims related to participation in the Plan or the change of an election to participate during the Plan Year. If your claim relates to enrollment in or eligibility to participate in the Plan (as opposed to what benefits you or your beneficiary are eligible for under the Plan), you must contact the Plan Administrator to initiate an eligibility claim as soon as possible, but no later than 60 days after your eligibility has been denied. Your eligibility claim will be reviewed and the Plan Administrator will send a letter stating approval or denial of the eligibility claim within 90 days of receipt. If the eligibility claim is denied on review, you may appeal such denial in writing to the Plan Administrator within 60 days of receiving the denial and the Plan Administrator shall make an appeal determination within 60 days. Once the appeal is decided by the Plan Administrator in its sole discretion, that determination is final.

Claims and Appeal Rules

To claim Plan benefits, you (or your beneficiary) must contact the Plan's recordkeeper to obtain any forms or additional information you need to apply for your Plan benefits. If you need additional assistance, please contact the Benefits Service Center.

Once your claim has been documented and the necessary forms are complete, the Plan Administrator generally must process your claim within 90 days. You will be notified if an additional 90-day period is required to complete claim processing.

If your claim for benefits is denied in whole or in part, you will receive written notice providing you with:

- The specific reasons for the denial;
- A reference to the Plan provision upon which the denial is based;
- A description of any additional information or material that the claimant must provide in order to perfect the claim;
- An explanation of why such additional material or information is necessary;
- Notice that the claimant has a right to request a review of the claim denial and information on the steps to be taken if the claimant wishes to request a review of the claim denial; and
- A statement of the claimant's right to bring a civil action under ERISA section 502(a) following a denial on review of the initial denial.

If you disagree with the decision, you may appeal the denial to the Plan Administrator.

IMPORTANT. A request for review of a denied claim must be made in writing to the Plan Administrator within 60 days after receiving notice of denial. The decision upon review will be made within 60 days after the Plan Administrator's receipt of a request for review, unless special circumstances require an extension of time for processing, in which case a decision will be rendered not later than 120 days after receipt of a request for review. A notice of such an extension must be provided to the claimant within the initial 60 day period and must explain the special circumstances and provide an expected date of decision.

The reviewer will afford the claimant an opportunity to review and receive, without charge, all relevant documents, information and records and to submit issues and comments in writing to the Plan Administrator. The reviewer shall take into account all comments, documents, records and other information submitted by the claimant relating to the claim regardless of whether the information was submitted or considered in the initial benefit determination. **Issues not raised during the appeal process will be deemed waived.**

Upon completion of its review of an adverse initial claim determination, the Plan Administrator will give the claimant, in writing or by electronic notification, a notice containing:

- Its decision
- The specific reasons for the decision
- The relevant Plan provisions on which its decision is based
- A statement that the claimant is entitled to receive, upon request and without charge, reasonable access to, and copies of, all documents, records and other information in the Plan's files that is relevant to the claimant's claim for benefits;
- A statement describing the claimant's right to bring an action for judicial review under ERISA section 502(a), and
- If an internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination on review, a statement that a copy of the rule, guideline, protocol or other similar criterion will be provided without charge to the claimant upon request.

Appeals not timely filed will be barred. The Plan Administrator's decision on review will be final and binding on all parties.

Failure to Follow Procedures

You are required to first comply with the procedures described above before you may commence any legal action with respect to any claim for benefits under this Plan. If the Plan fails to follow the claims procedures required by this section, a claimant will be deemed to have exhausted the administrative remedies available under the Plan and will be entitled to pursue any available remedy under ERISA section 502(a) on the basis that the Plan has failed to provide a reasonable claims procedure that would yield a decision on the merits of the claim.

If you do not agree with the decision of the Plan Administrator, you may bring legal action in U.S. federal District Court. Any such legal action must be brought in a court of competent jurisdiction in Baltimore, Maryland. You cannot bring legal action unless your claim has been reviewed and denied by the Plan Administrator. In addition, as described below, you must file your claim in a timely fashion, or your claim will be time-barred.

Time Limit to Bring a Lawsuit

No legal action may be commenced or maintained to recover benefits under this Plan more than 12 months after the final review/appeal decision by the Plan Administrator has been rendered (or deemed rendered). Any legal action attempted after that point shall be time-barred.

Plan Overpayments

The Plan reserves the right to recover any overpayment made, whether by reason of administrative error or for any other reason. The Plan Administrator may authorize any procedure that it deems appropriate to recover overpayments, including without limitation, deduction from future payments of the amount of any overpayment.

Burden of Proof Regarding Records

The Plan's records, including, but not limited to, any individual's employment status, compensation, service, elections, distributions, and all other matters affecting eligibility for, and amount or payment of, benefits, are controlling in all cases. If you believe that the Plan's records are incomplete or incorrect, you have the burden of proof to provide written documentation of the additional information that you believe is relevant. Whether such documentation is satisfactory to override the Plan's records will be determined by the Plan Administrator in its sole and absolute discretion, subject to the Plan's claims and appeals procedure. You may review the Plan's records applicable to you by contacting the Plan Administrator in accordance with the Plan's procedures.

Plan Amendment or Termination

The University reserves the right to amend, retroactively if deemed necessary, freeze or terminate the Plan, with or without advance notice to any individual (except where required by law) at any time.

Interpretation of the Plan

The responsibility of interpreting this Plan, including resolving issues concerning eligibility to participate, eligibility to receive benefits, making factual determinations, and determining the amount, timing, or form of any benefit payable to any person rests solely with the Plan Administrator. The power to interpret the Plan shall be exercised by the Plan Administrator in his sole and absolute discretion. The Plan Administrator also may establish any rules it decides are necessary to carry out the Plan's operations. The Plan Administrator can delegate all or a portion of its responsibilities to another person or persons or change those to whom responsibilities have been delegated, at any time.

Non-Guarantee of Employment

Participation in this Plan does not constitute a contract of employment with any participating employer. Participation in this Plan shall not give any person the right to continue in the employ of a participating employer or limit the right of a participating employer to discharge any employee at any time.

No Coverage by the PBGC

The Plan is a defined contribution plan, and, as such, is not required to purchase plan termination insurance. Therefore, benefits under the Plan are not insured by the Pension Benefit Guaranty Corporation. The retirement benefit you receive will depend on how long you work for the University, the amounts you and the University contribute, the amount of your earnings and the investment performance of your accounts.

ERISA Rights Statement

Regulations of the U.S. government require that this summary plan description include the statement that is set forth below. The statement was drafted by the government and is reproduced here with quotation marks. Neither the University, nor the Plan Administrator, nor any of their representatives can take any responsibility whatsoever for the accuracy or completeness of any assertion in the statement.

“As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

Receive Information About the Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, 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, including insurance contracts and collective bargaining agreements, and

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

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 employee benefit 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. No one, including your employer, your union, or any other person may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a Plan 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 that 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 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 state or federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that 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 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 the Plan, you should contact the Plan Administrator. If you have any questions about this statement or your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest area office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or 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 for the Employee Benefits Security Administration.

Plan Fees and Expenses

Unless otherwise paid by the University in its sole discretion, all administrative expenses are paid from Plan assets and earnings. Included among these administrative expenses are fees paid to administrative service providers such as auditors and attorneys, recordkeeping fees paid to Plan’s recordkeeper, custodial fees, and other such administrative fees and expenses. In addition to these administrative expenses, brokerage commissions, investment management fees and other investment fund-specific investment fund expenses are paid directly from the investment funds. Information on specific investment fund expenses is contained either in the fund fact sheet or the prospectus for the particular investment fund. These fees and expenses will reduce the rate of return on your Plan investments. Please keep in mind that these investment fund fees and other plan expenses and fees are adjusted periodically and are subject to change.

You will pay any special fees related to your own account, such as loan fees. You will see these fees on your quarterly statement.

Creditors and QDROs

Although in general your Plan interest is not subject to the claims of your creditors, there are exceptions such as federal tax claims and qualified domestic relations orders (QDRO) (that provide for the payment of alimony and/or child support).

As required by law, the Plan has a procedure for determining whether a domestic relations order is a QDRO. Only QDROs may be honored by the Plan. Except as may be required pursuant to a QDRO, neither you nor your beneficiaries can transfer, assign or pledge any Plan benefits. If you would like a copy of the Plan’s procedures governing QDROs, you may obtain a copy (without charge) by contacting the Plan Administrator.

Administrative Facts

Important administrative facts for the Plan are shown below.

Plan Name	The Johns Hopkins University Tax Sheltered Annuity Program for Former Employees of Johns Hopkins Bayview Physicians (formerly known as the Chesapeake Physicians, P.A. Tax-Sheltered Annuity Program for Employees)
Plan Sponsor	Johns Hopkins University Johns Hopkins at Eastern 1101 E. 33rd Street, Suite D200 Baltimore, Maryland 21218

Plan Administrator	<p>Johns Hopkins University. Plan Administrator correspondence should be mailed to:</p> <p>Johns Hopkins University Benefits Service Center Johns Hopkins at Eastern 1101 E. 33rd Street, Suite D200 Baltimore, Maryland 21218</p> <p>Telephone No.: 410-516-2000 E-mail: benefits@jhu.edu</p>
Investment Committee	Retirement Plan Investment Committee
Employer Identification Number	52-0595110
Plan Number	001
Type of Plan	Defined contribution 403(b) plan
Plan Agent	The Vice President of Human Resources, whose address is the same as the University's address. Process may also be served on the Plan Administrator
Plan Year	The Plan Year is each January 1 through December 31
Funding Medium	Plan benefits are provided through annuities and custodial accounts.
Investment Providers	<p>The following companies are investment providers under the Plan and hold Plan assets:</p> <ul style="list-style-type: none"> • Prudential* • TIAA <p>* Effective as of December 31, 2001, no additional contributions may be invested with, and no amounts may be transferred to, Prudential.</p>

Resources

For information about the benefits available to you, contact the Benefits Service Center via email at benefits@jhu.edu, or call (410) 516-2000. Office hours are Monday through Friday, 8:30 am - 5:00 pm EST. The address is on the following page.

Johns Hopkins University
Benefits Service Center
Johns Hopkins at Eastern
1101 East 33rd Street, Suite D200
Baltimore, MD 21218
Fax: (443) 997-5820

Listed below are resources for the Plan's current investment provider investment providers:

Investment Provider	Phone Number	Website
Prudential*	1-877-778-2100	www.retirement.prudential.com
TIAA	1-888-200-4074	www.tiaa.org

* Prudential is only a recordkeeper with respect to legacy assets invested before January 1, 2016.