The Brookhaven Science Associates, LLC 401(k) Plan (the "401(k) Plan" or the "Plan") provides participants with the opportunity to invest for retirement through convenient payroll deductions. Enrollment in the 401(k) Plan is optional and you direct the investment of your account. You can receive the accumulated balance in your account in an annuity or another optional form available under the 401(k) Plan when you retire, terminate employment or attain age 59½. You can also take loans or hardship distributions if you need to access your savings before you retire and you meet the 401(k) Plan's requirements. **Please note that the Employer reserves the right to amend or terminate this 401(k) Plan at any time and for any reason.** Because the 401(k) Plan is an individual account plan, the benefits provided by the 401(k) Plan are not insured by the Pension Benefit Guaranty Corporation.

WHO IS ELIGIBLE FOR THE 401(k) PLAN?

Full-Time Employees

A full-time employee becomes eligible to participate in the 401(k) Plan on the first day of the payroll period beginning after he or she commences active employment.

Part-Time or Temporary Employees

A different eligibility rule applies to Part-Time or Temporary Employees. A Part-Time or Temporary Employee becomes eligible to participate in the 401(k) Plan on the earlier of January 1 or July 1 following completion of 1,000 Hours of Service during the 12 consecutive calendar month period beginning with the first day of active employment (or each successive anniversary thereof). If you transfer from Part-Time or Temporary Employee status to full-time employee status before you become eligible, you will become eligible on the first day of the payroll period after becoming a full-time employee.

Your continuous employment with Associated Universities, Inc., Battelle Memorial Institute (including, for employees hired on or after January 1, 2010, with Battelle-related entities, excluding Department of Energy Laboratories managed by Battelle), Research Foundation of the State University of New York or the State University of New York at Stony Brook immediately prior to a transfer of employment to Brookhaven Science Associates, LLC counts in determining your eligibility to participate in the 401(k) Plan.

Ineligible Employees

The following individuals are not eligible to participate in the 401(k) Plan:

- Any leased employee, as defined by Internal Revenue Code Section 414(n);
- Any person holding solely a Guest or Visitor Appointment to Brookhaven;
- Any person who is a non-resident alien and does not hold a valid United States Social Security number or tax identification number;
- Any person whose terms of employment are governed by a collective bargaining agreement whose retirement benefits are the subject of good faith bargaining, unless the collective bargaining agreement specifies that such individual is eligible to participate in the 401(k) Plan; or

- Any person designated by the Employer as an independent contractor or who performs services pursuant to a written agreement with a third party.

Re-employment

If you terminate employment after you have become a participant in the 401(k) Plan and are re-employed, you will be eligible to re-enter the 401(k) Plan on the first day of the payroll period following your date of re-employment.

ENROLLMENT

To enroll, go online in PeopleSoft HR Employee Self-Service, Benefits, Enroll In or Update My 401(k). By enrolling online in PeopleSoft HR, you will authorize contributions, as either pre-tax or Roth contributions (collectively, your "401(k) Plan contributions"), as a percent of your Base Salary, to be deducted from your paycheck. To indicate which funds your 401(k) Plan contributions will be invested and to designate a beneficiary(ies), go online on the TIAA website at http://www.tiaa-cref.org/bnl. If you do not have access to a computer or are unable to enroll online, please contact the BSA Benefits Office at (631) 344-5236.

Choosing How Your Account is Invested

On the TIAA website, you will indicate which investment fund options your 401(k) Plan contributions will be invested and designate a beneficiary(ies). If you do not go on the TIAA website to indicate how to allocate 401(k) Plan contributions among investment fund options, your contributions will be automatically invested in the TIAA-CREF Lifecycle Fund applicable to your date of birth. You are solely responsible for deciding how to allocate your contributions and you may rebalance your investments at any time. You can access investment information and take charge of investing your account by logging on at TIAA at http://www.tiaa-cref.org/bnl, or you may reach TIAA by telephone at (800) 842-2776. If you want to change the allocation between investment funds, you must contact TIAA directly or set up online access with TIAA and make your change directly online.

The 401(k) Plan is intended to be a plan described in Section 404(c) of the Employee Retirement Income Security Act of 1974 (ERISA), and Title 29 of the Code of Federal Regulations Section 2550.404c-1. This means that the fiduciaries of the 401(k) Plan may be relieved of liability for any losses that are the direct and necessary results of your investment choices. Under these regulations, you have the right to receive information regarding the investment options provided under the 401(k) Plan, including:

- A description of the annual operating expenses of each investment fund which may reduce the rate of return on the fund, and the amount of expenses expressed as a percentage of the fund's average net assets
- Copies of prospectuses, financial statements and reports, and other materials relating to the investment funds, to the extent such information is provided to the 401(k) Plan
- A list of funds, including the issuer, term and rate of return of all guaranteed investment contracts
- Information concerning the value of shares or units in each available investment fund, as well as the past and current investment performance of such funds, net of expenses
- Information concerning the value of shares or units of each fund held in your account.

Each of the investment funds currently available under the 401(k) Plan (with the exception of the TIAA Traditional Annuity) is required to issue a prospectus, and you should receive and review the current prospectus before investing any part of your account in the fund. The prospectus will include a description of the fund, its management and investment philosophy, and certain risk factors involved in investing in the fund. The prospectus will also contain information about the prior investment performance and management expenses of the fund. Fund prospectuses and other investment information are available online.

The Plan Administrator is the "Section 404(c) fiduciary" responsible for making investment information available to you. If you need additional information, please contact the BSA Benefits Office at (631) 344-5236.

Designating a Beneficiary

When you enroll online in the 401(k) Plan, you will also be asked to designate one or more beneficiaries in case you die leaving a benefit under the 401(k) Plan. If you do not designate a beneficiary, "Your Estate" will be designated. If you are married, your spouse must be the beneficiary for at least 50% of your account accumulation unless your spouse consents to the designation of someone else. Your spouse's consent must be in writing and witnessed by a 401(k) Plan representative or a notary public. If you die, retirement benefits will be paid to your designated beneficiary(ies). Spousal consent will not be required if you are able to establish to the satisfaction of the Plan Administrator that your spouse cannot be located, or if you are legally separated or have been abandoned and you have a court order to that effect. A beneficiary designation may be changed at any time, prior to beginning retirement benefits in the form of an annuity, by contacting the BSA Benefits Office or TIAA. Once your account accumulation is applied to purchase an annuity and annuity payments commence, your ability to designate a beneficiary will be governed by the annuity contract.

If you do not designate a beneficiary and are not married at the time of your death, any remaining benefits will be paid in a lump sum to your estate. If you are married at the time of your death and have not designated a beneficiary, any remaining benefits will be paid to your spouse in the form of an annuity (although your spouse may elect a different form of benefit that is available under the 401(k) Plan). Remember to review your designation if you get married or divorced or have another major life event. If you have designated a beneficiary and then get married, remember that your designation will not be effective unless your surviving spouse consents to the designation. Also, remember that getting divorced does not automatically revoke your beneficiary designation.

When Participation Ends

Your active participation in the 401(k) Plan ends when you are no longer eligible because:

- Your employment is terminated;
- You are no longer in a class of employees who are eligible to participate;
- You are on disability or other leave without pay;
- You retire; or
- You die.

However, you continue to be a participant with respect to your existing account until your entire account accumulation is distributed.

401(k) PLAN BENEFITS

Pre-Tax Contributions

When you enroll in the 401(k) Plan, you decide how much of your Base Salary, up to a maximum of 75%, you want to contribute to the 401(k) Plan on a pre-tax basis. When you make pre-tax contributions, you put money into the 401(k) Plan before federal income taxes are calculated. This reduces your taxable income, so you pay less in taxes. (See "Taxation of Benefits" below for more information). This arrangement is called "salary reduction."

Roth Contributions

You may also elect to contribute Roth contributions (including Roth catch-up contributions) on an after-tax basis. These amounts are included in your federal taxable income for the year you make the Roth contribution. (See "Taxation of Benefits" below for more information).

Catch-Up Contributions

If you are (or become) age 50 or older during the year, you may elect to make an additional pre-tax or Roth catch-up contribution to the 401(k) Plan. You may make a catch-up contribution even if you already contribute at the IRS limit on 401(k) Plan contributions. This gives you an extra opportunity to save on a pre-tax or Roth basis as you approach retirement.

IRS Limits on Contributions

The Internal Revenue Service ("IRS") limits how much money you can contribute to the 401(k) Plan each year, plus catch-up contributions as described above. The IRS may adjust these limits in subsequent years based on the cost of living.

Changing Your Contributions

You may change the percentage you are contributing to the 401(k) Plan at any time, including a change from not making contributions to starting contributions and vice versa. You can stop contributions at any time. To make a change to the amount being contributed, go online in PeopleSoft HR Employee Self-Service.

Rollover Contributions

If you previously participated in another qualified retirement plan or other plan described below, you may still have an account balance in that plan. You may "roll-over" - or transfer - your account (whether it consists of pre-tax or Roth contributions, or both) from the other plan to the 401(k) Plan without paying any income tax as a result of the transfer. You can roll over money into the 401(k) Plan when you are hired as long as you are in an eligible employee class. To qualify for rollover treatment:

- Rollover contributions must be from a qualified tax-deferred plan, such as a 401(k) plan, a 457 government plan, a Section 403(a) or 403(b) or an individual retirement account;
- The distribution must be eligible for rollover -- that is, it cannot be part of a series of payments made over 10 or more years, a hardship distribution or a required distribution after you have reached your required beginning date; and

- The rollover amount cannot contain any after-tax contributions, even if your prior plan allowed for after-tax contributions. (This does not include Roth contributions).

Please note, that if you elect to make a "direct rollover" of your Roth contributions in another plan to the 401(k) Plan, the five-year period for "qualifying" distribution purposes will be determined based on the first day of the year you made your first Roth contribution to your prior plan account. If, however, you elect to receive a distribution of your Roth contributions from your prior plan before electing to rollover those Roth contribution amounts within 60 days to the 401(k) Plan, the five-year period for "qualifying" distribution purposes will restart once those Roth contributions are credited to the 401(k) Plan.

Investing Your Account

You are solely responsible for deciding how to invest your account, and you may change the allocation of your account investments at any time. To transfer accumulations within TIAA, you must contact TIAA directly. You can get current information about the available investment options under the 401(k) Plan, including information about performance history, investment and other expenses, and any restrictions on transfer, by accessing your TIAA account online at http://www.tiaa-cref.org/bnl, or you may reach TIAA by telephone at (800) 842-2776. If you want to change the allocation between investment funds, you must contact TIAA directly. If you fail to direct the investment of your account, your contributions will be invested in the TIAA-CREF Lifecycle Fund applicable to your date of birth.

Vesting

Vesting refers to your right to all or a portion of the money in your account. You are always 100% vested in your 401(k) Plan benefits. The amount of benefits that you receive is based on the balance of your accounts in the 401(k) Plan.

Statement

You will receive a quarterly account statement from TIAA. The statement will indicate the amount of accumulations in each of the funds in which you have invested, as well as any transactions in your account and the fees and expenses charged to your account.

RECEIVING YOUR 401(k) PLAN BENEFIT

The 401(k) Plan is designed so that your account balance will be distributed to you at retirement. You may also elect to receive a distribution of your account balance when you (i) attain age 59½, (ii) terminate employment, or (iii) become disabled and terminate employment. In addition, you can access your money through loans and withdrawals while you are actively working for the Employer. This section describes when you can take a loan, make a withdrawal or receive a distribution from the 401(k) Plan.

Loans

You may borrow money from your account while you are still working for the Employer, and even after you have terminated employment. Your loan is taken directly from your account and each repayment of principal and interest is credited back into your account. The minimum amount you can borrow is $1,000. The maximum amount you can borrow from your account (for all loans in the aggregate) is the lesser of:

- 50% of your vested balance; or
- $50,000 minus the excess of the highest outstanding loan balance you had in the preceding 12 months over the outstanding balance of your loans.

You may not borrow money from your account to the extent that such money is invested in any frozen or legacy investments under the 401(k) Plan (i.e. any investment option not open to new investments).

You may have more than one outstanding loan. If you apply for more than one loan, the amount available for a new loan may be affected by prior outstanding loans. The maximum number of loans you may have at one time is five.

The maximum loan period is 5 years, or 10 years if the loan is used to purchase your principal residence.

You will repay the loan(s) plus interest over a period of one to five years, with payments due monthly or quarterly. If the loan is for your principal residence, you may repay the loan over a 10-year period. The balance of the loan will become immediately due if you stop making scheduled loan repayments, die or take a distribution from the 401(k) Plan. If you fail to repay the loan when it is due, the amount of the outstanding loan is considered taxable income to you. If you are performing military service, you may be eligible to suspend loan repayments during the period of your service.

You must contact TIAA directly for a loan application and additional information on loan provisions including the interest rate, billing, and default.

If you are married when you request a loan, you must provide your spouse's written consent. Your spouse's consent must be in writing on a form approved by the Plan Administrator or must be witnessed by a notary public. Spousal consent will not be required if you are able to establish to the satisfaction of the Plan Administrator that your spouse cannot be located, or if you are legally separated or have been abandoned and you have a court order to that effect.

Withdrawals

The 401(k) Plan allows you to withdraw money from your account while you are still working for the Employer. Please note that some of the withdrawal options listed below may allow you to take a withdrawal of your account before age 59 1/2 (e.g., hardship withdrawals). Under IRS rules, if you take a withdrawal before age 59 1/2, a 10% penalty tax may apply to the taxable portion of the distribution, in addition to regular income tax. (See the "Taxation of Benefits" section below for more information). If you are married at the time of your withdrawal, you can only take a withdrawal if your spouse consents to it. Your spouse's consent must be in writing on a form approved by the Plan Administrator and must be witnessed by a notary public or a 401(k) Plan representative. Spousal consent will not be required if you are able to establish to the satisfaction of the Plan Administrator that your spouse cannot be located, or if you are legally separated or have been abandoned and you have a court order to that effect. The amount of your withdrawal will not include amounts that serve as collateral on a loan you have borrowed from the Plan, unless you repay the loan.

Age 59½ Withdrawals. Once you reach age 59½, you may withdraw all or a portion of your account balance (including investment gains and losses) at any time.

Rollover Account Withdrawals. You can withdraw all or a portion of your rollover contributions (including investment gains and losses) from the 401(k) Plan for any reason at any time.

Withdrawals During Military Service. If you are on a leave of absence because of military service for at least 30 days, you have the right to withdraw your pre-tax contributions and/or Roth contributions (including pre-tax and/or Roth catch-up contributions) including investment gains and losses. If you take this withdrawal, you may not make any contributions to the 401(k) Plan for 6 months following the withdrawal.

Hardship Withdrawals. If you have a financial hardship that meets both IRS and 401(k) Plan requirements, you may withdraw your pre-tax contributions, Roth contributions, and pre-tax or Roth catch-up contributions as hardship withdrawals.

A financial hardship is defined as an "immediate and heavy" financial need that meets one of the following hardship criteria:

- Medical expenses (as defined in Code Section 213(d)) incurred by you, your spouse, or dependents;
- Purchase of your principal residence (excluding mortgage payments);
- Payment of the next twelve months of post-secondary tuition and certain related costs for you, your spouse, children or dependents;
- Payments necessary to prevent eviction from your principal residence or foreclosure of a mortgage on the principal residence;
- Payments for burial or funeral expenses for your parent, spouse, child, or dependent;
- Expenses incurred as the result of certain casualty damage to your principal residence that would qualify for a casualty deduction under Internal Revenue Code Section 165 (determined without regard to Code Section 165(h) and whether the loss exceeds 10% of your adjusted gross income); or
- Expenses and losses (including loss of income) incurred on account of a disaster declared by the Federal Emergency Management Agency ("FEMA"), provided your principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance.

The following rules apply to hardship withdrawals:

- The distribution must not be in excess of the need, but you may include amounts necessary to pay any Federal, state or local income taxes or penalties reasonably anticipated to result from the distribution.
- You may be required to provide TIAA a representation that you have insufficient cash or other liquid assets reasonably available to satisfy the need.

To apply for a hardship withdrawal, you must contact TIAA at (800) 842-2776.

Coronavirus-Related Withdrawals. If you received a coronavirus-related withdrawal under the 401(k) Plan, you will be permitted to repay the coronavirus-related withdrawal at any time during the three-year period beginning on the day after the withdrawal was received to the 401(k)

Plan or another eligible retirement, including a qualified tax-deferred plan, such as a 401(k) plan, a 457 government plan, a Section 403(a) or 403(b) or an individual retirement account.

Retirement and Distribution Options

If you retire, terminate employment, become disabled and terminate employment, or attain age 59½, you may begin receiving retirement benefits and may choose from among a number of distribution options. TIAA offers cash withdrawals, rollover options or payments in the form of a lifetime annuity.

You may begin receiving your benefits immediately after you terminate employment with the Employer, or you may defer receiving your benefit until you reach your desired retirement age. You continue to manage your account accumulation until it is paid to you or applied to purchase an annuity with TIAA. Under the Internal Revenue Code, you must begin receiving your benefit no later than April 1 of the calendar year after the calendar year in which you attain age 70½. If you attain age 70½ after December 31, 2019, you must begin receiving your benefit no later than April 1 of the calendar year after the calendar year in which you attain age 72. If you do not apply for and begin receiving your retirement benefit by that required beginning date, a penalty tax may apply to you. See the "Taxation of Benefits" section for a discussion of how your benefit is taxed when you receive it.

To apply for benefits, contact TIAA at (800) 842-2776.

The amount of your distribution will not include amounts that serve as collateral on a loan you have borrowed from the 401(k) Plan, unless you repay the loan.

Normal Annuity Form of Distribution

If you terminate employment with the Employer when your account accumulation exceeds $5,000 (excluding any amounts in your rollover account), the normal form of distribution from the 401(k) Plan is an annuity.

If you are not married when your benefits begin, your annuity will be a one-life annuity which pays you a monthly benefit for the remainder of your lifetime. No payments will be made after your death.

If you are married when your benefits begin, your annuity will be a joint and survivor annuity with your spouse. Under this joint and survivor annuity, a monthly benefit is payable throughout your lifetime, and after your death, a monthly benefit continues to be paid to your surviving spouse for the rest of your spouse's life. The amount paid to your spouse will be between 50% and 100% - as you elect at the time of your initial retirement - of the monthly payment being made to you during your lifetime. Once your annuity begins, the amount of the monthly payment made during your lifetime is not adjusted, even if you become divorced or your spouse dies before you. There may, however, be other options available from TIAA that provide different features, including features that may adjust your benefit.

Your annuity is purchased by applying your account accumulation to a TIAA or CREF certificate. The amount of your monthly payment will depend on the amount of your account accumulation, the amount of survivor benefit selected, annuity rates and mortality assumptions at the time the annuity is purchased, and how old you and your spouse (or other contingent annuitant) are when benefits begin.

Electing a Different Form of Distribution - Spousal Consent

You may elect to waive the normal form of annuity payment and receive your benefit from the 401(k) Plan in one of the optional forms described below. If you are married at the time your benefit begins, however, you can make this election only if your spouse consents to it. Your spouse's consent must be in writing on a form approved by the Plan Administrator and must be witnessed by a notary public or a 401(k) Plan representative. Spousal consent will not be required if you are able to establish to the satisfaction of the Plan Administrator that your spouse cannot be located, or if you are legally separated or have been abandoned and you have a court order to that effect.

- **Cash Withdrawal or Rollover**. You may request to receive up to 100% of your total accumulation in the 401(k) Plan through cash withdrawals. Cash withdrawals are also permitted from the TIAA Traditional Annuity. You may elect to have some or all of your cash withdrawal directly rolled over to an individual retirement account ("IRA") or another qualified retirement plan, including a Section 403(b) annuity or governmental Section 457 plan. To initiate a rollover distribution, contact the Trustee where your accounts are invested.

- **One-Life Annuity.** This annuity pays you a monthly benefit for the remainder of your lifetime, with no survivor benefit payable to anyone after your death. Since no death benefit is provided, this option provides the highest amount of guaranteed monthly income.

- **One-Life Annuity Option with a Guaranteed Period**. This annuity pays you a monthly benefit for the remainder of your lifetime, with a guaranteed period of either 10, 15 or 20 years, whichever you select, subject to Internal Revenue Service restrictions. If you die during the guaranteed period, your designated beneficiary will continue to receive the full payments until the guaranteed period ends.

- **Two-Life Annuity Option with a Spouse or Non-Spouse Annuity Partner**. A two-life annuity pays you a lifetime income, and if your annuity partner lives longer than you, he or she continues to receive an income for life. You elect how much of the monthly benefit payable during your lifetime - 100%, 75%, 66-2/3% or 50% - will continue to be paid after your death. All two-life annuities listed above are available with a 10, 15 or 20 year guaranteed period. This means that the benefit will continue to a designated beneficiary until the end of the guaranteed period even if both you and the second annuitant die within the guaranteed period.

- **Fixed Period Annuity Option.** For any vested accumulation that you have in CREF, you may elect the fixed period annuity option. This option provides your benefits in a fixed period of not less than 2 nor more than 30 years, as elected, and depends on your age. If you die before the fixed period has ended, your designated beneficiary may elect to continue receiving the payments or he or she may elect a lump sum payment.

- **Minimum Distribution Option (MDO**). This option is generally available in the year you attain age 72 (or age 70½, if you attained age 70½ on or before December 31, 2019) or retire, if later. The MDO enables participants to automatically comply with federal tax law distribution requirements. With the MDO, you will receive the minimum distribution that is required by federal tax law while preserving as much of your accumulation as possible. If

you die before payments are completed, the payments will be made to your designated beneficiary.

For each of the annuity options above, your annuity is purchased by applying your vested account accumulation to a TIAA or CREF retirement annuity contract or certificate. The amount of your monthly payment will depend on the amount of your vested account accumulation, the amount of survivor benefit selected, annuity rates and mortality assumptions at the time the annuity is purchased, and the ages of you and your spouse (or other contingent annuitant).

Cashout of Small Benefits

Notwithstanding the above, if you terminate employment and the total value of your vested 401(k) Plan accumulation account in TIAA is less than or equal to $5,000 (excluding any amounts in your rollover account), you will receive your total accumulation in accordance with the following:

- If the value of your vested 401(k) Plan accumulation account is less than or equal to $1,000 (including any amounts in your rollover account), you will receive a lump sum payment.

- If the value of your vested 401(k) Plan accumulation account is greater than $1,000 (including any amounts in your rollover account), the Plan Administrator will roll over the value of your vested 401(k) Plan accumulation account to an IRA designated by the Plan Administrator and established in your name unless you elect to receive your benefit in a lump sum distribution or in a rollover to another IRA or qualified employer plan.

A lump sum payment or rollover from TIAA will be available only to extent permitted under the terms of the annuity contract. Spousal consent is not required for these payments.

Distributions of small benefit amounts under this section are, in general, automatically processed on a quarterly basis (but not less frequently than annually). Accounts that are invested in a self-directed brokerage account or are subject to a domestic relations order are not included in the automatic small benefit distribution process.

You may elect to have some or all of your cashout rolled over to an IRA or another qualified retirement plan, including a Section 403(b) annuity or governmental Section 457 plan. To initiate a cash-out or rollover distribution, contact the Trustee where your accounts are invested. If your benefits are distributed before age 59 1/2, Federal early distribution tax penalties may apply unless you roll over the benefit. Please see the "Taxation of Benefits" section for more information, and consult your tax advisor.

PRE-RETIREMENT DEATH BENEFITS

If you die before establishing an annuity option, the value of your vested accumulation will be paid to your designated beneficiary. Unless you have elected to designate a different person as your beneficiary, your surviving spouse will be your beneficiary. In order for you to designate a non-spouse beneficiary for 50% or more of your benefit, your spouse must consent to the designation of beneficiary in writing on a form approved by the Plan Administrator, and his or her consent must be witnessed by a 401(k) Plan representative or notary public as described in the "Designating a Beneficiary" section. Your spouse may not waive the spouse's pre-retirement survivor annuity with respect to more than 50% of your benefit prior to the earlier of your termination of employment or when you reach age 35.

The normal form of payment of the death benefit to your surviving spouse or beneficiary is an annuity for his or her lifetime, but your spouse or beneficiary may elect to receive another form of benefit that would have been available to you as described above.

Pre-retirement survivor benefits will begin as follows:

- Your spouse may elect to begin receiving the pre-retirement death benefit at any time after your death up to the later of December 31 of the year following the year of your death or December 31 of the year in which you would have reached age 72 (age 70½, if you died before January 1, 2020). Upon reaching this required beginning date, annual distributions must be taken over a period that does not exceed the spouse's life expectancy.

- Effective with respect to participants who die before January 1, 2020, a non-spouse beneficiary who elects an annuity distribution or installments made over a shorter period than the beneficiary's life expectancy must begin receiving payments no later than December 31 of the calendar year following the calendar of your death. A lump sum distribution to a non-spouse beneficiary must be made no later than the end of the year which contains the fifth anniversary of your death.

- Effective with respect to participants who die on or after January 1, 2020, if your designated beneficiary is someone other than your spouse, he or she must generally receive the entire death benefit no later than by December 31 of the year which includes the 10th anniversary of your death, but a longer period may apply if the beneficiary is a disabled or chronically ill individual, a beneficiary no more than ten years younger than you, or your minor child, so long as the distribution begins by the end of the calendar year following the year of your death. If you have not designated a beneficiary, distribution to a non-spouse beneficiary must be completed by December 31 of the year which includes the 5th anniversary of your death.

If your beneficiary receives a lump sum distribution, he or she may roll it over to an IRA (or an inherited IRA, in the case of a non-spouse beneficiary).

TAXATION OF BENEFITS

Distributions from the 401(k) Plan are generally subject to income taxation. You will receive additional guidance concerning the federal taxation of your benefits at the time of your distribution, and you are encouraged to consult a tax specialist if you have any questions.

Your Contributions. Your pre-tax contributions to the 401(k) Plan are not included in your federal taxable income when deducted from your paycheck. You will be taxed on the portion of your 401(k) Plan account comprised of pre-tax contributions when these funds are distributed to you. If you receive your distribution at retirement, you may be taxed at a lower rate than you would be if you received the distribution before that time, if your other taxable income is lower.

Your Roth contributions to the 401(k) Plan are includible in your taxable income for the year of the contribution. When you receive a "qualifying" distribution of Roth contributions and earnings, the earnings are not subject to federal income tax. A qualifying distribution is one made after your Roth contribution account has been open for at least five years (starting with the year when you made the first contribution to your Roth account, even if you made it part way through that year), and if you are either age 59 ½ at the time of the distribution, or the distribution is made

to you when you are "disabled" in accordance with IRS definitions, or the distribution is made to your beneficiary after your death.

Rollovers. The Internal Revenue Code permits a participant to defer taxation on any portion of an eligible distribution (generally, a distribution other than an annuity payment or certain installment payments) by rolling it over into another qualified retirement plan that accepts rollover contributions or into a traditional IRA. Rollovers may also be made into a Section 403(b) annuity or governmental Section 457 plan. There are specific and technical requirements set forth in the Code that must be satisfied in order for a plan distribution to be rolled over. Eligible distributions may also be rolled over to a Roth IRA, but would be subject to tax at the time of the rollover.

10% Penalty for Distributions before 59 1/2. In addition to ordinary income tax, you may have to pay a 10% additional penalty tax on the amount you receive if you take money (including in-service withdrawals) out of the 401(k) Plan before reaching age 59 1/2. There are a number of exceptions to this penalty tax, including an exception if you terminate employment after age 55. If you are under age 59 1/2, contact your tax advisor for additional information.

CLAIMS AND APPEALS PROCEDURES

If you or your beneficiary have a question about the operation of the 401(k) Plan, please contact the BSA Benefits Office at (631) 344-5236 or TIAA at (800) 842-2776. Most questions or issues can be resolved by informal means. If an issue is not resolved to your satisfaction, you may file a claim by following these procedures.

Filing a Claim

You or your authorized representative can file a written claim with the Plan Administrator at the address indicated in "General Information." Any claim must be filed with the Plan Administrator within one year after you knew or reasonably should have known of the principal facts upon which the claim is based. If the claim relates to a failure to implement your investment directions or your election regarding contributions, the claim must be filed with the Plan Administrator within 30 days after you knew or reasonably should have known of the principal facts upon which the claim is based.

Claim Denial

If your claim is denied in whole or in part, the Plan Administrator will send you a written notice explaining why your claim was denied and will include specific references to 401(k) Plan provisions that apply. The Plan Administrator will also tell you if any additional material or information is necessary for you to perfect your claim and why such material or information is necessary. Furthermore, the Plan Administrator will explain the appeal procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse determination upon appeal.

The Plan Administrator will send you a claim denial within 90 days after you file your claim, unless special circumstances require a longer period of time to review your claim. If an extension is required, the Plan Administrator will send you a notice before the expiration of the initial 90-day period explaining why the extension is needed. In no case, however, will you get the Plan Administrator's claim denial later than 180 days after you file your claim.

Appealing Your Claim Denial

If you disagree with the Plan Administrator's claim denial, you or your authorized representative can appeal to the Plan Administrator, in writing, within 60 days after you get a claim denial. If you do not file a written appeal within 60 days, the original decision of the Plan Administrator will become final and binding. If you file an appeal, you may submit written comments, documents, records and other information relating to your claim for benefits, which support why you think the initial denial of your claim was wrong. You or your authorized representative will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits. Send your written appeal to the Plan Administrator at the address indicated in "General Information."

Final Decision

The Plan Administrator will examine your request for appeal and come to a final decision as to whether your claim denial is correct or should be overturned. The Plan Administrator will notify you of its decision within 60 days after you file your written appeal, unless there are special circumstances that would require a longer review period. If an extension is required, the Plan Administrator will send you a notice before the expiration of the initial 60-day review period explaining why the extension is needed. In no case, however, will you get the Plan Administrator's final decision later than 120 days after you file your appeal.

If the Plan Administrator overrules the denial in whole or in part, you will get any benefits owed to you. If your appeal is denied in whole or in part, the Plan Administrator will send you a written notice explaining why your appeal was denied and will include specific references to Plan provisions that apply. In addition, the written notice will include a statement of your right to bring a civil action under Section 502(a) of ERISA. Upon your request and free of charge, you will be entitled to have reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits.

Electronic Decisions

If you provide an email address, the Plan Administrator may provide its decision in electronic form at the discretion of the Plan Administrator.

Legal Action

You may bring a civil action under Section 502(a) of ERISA to recover a benefit under the 401(k) Plan only after your appeal is denied and you have completed the steps described above.

No legal action to recover Plan benefits or to enforce or clarify rights under the 401(k) Plan may be brought unless the legal action is commenced in the proper forum before the earlier of:

- One years after you knew or reasonably should have known of the principal facts on which the claim is based; or

- Six months after you have exhausted the 401(k) Plan's claim and review procedures.

You must file any civil action related to the 401(k) Plan (including, but not limited to, actions under ERISA, such as claims for benefits or for breach of fiduciary duty) in a United States District Court in the State of New York.

The Plan Administrator's decision on appeal is final and binding on all parties and will only be overturned if it is arbitrary and capricious.

QUESTIONS ABOUT THE 401(k) PLAN

Questions or concerns about the 401(k) Plan may be directed to the BSA Benefits Office at (631) 344-5236 or TIAA at (800) 842-2776.

DEFINITIONS

Base Salary

Base Salary means your base salary, including vacation pay, overtime payments and shift premiums, before exercise of any salary reduction option. If you are on military leave for active duty for a period of more than 30 days, your Base Salary includes differential wage payments made to you that represent all or a portion of the wages that you would have received if you were working for the Employer. Reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, other welfare benefits, termination payments (including severance and accrued vacation), paid time off received under the vacation donation program, and any other forms of compensation are not included in Base Salary. Base Salary over the annual limit set by the Internal Revenue Service each year is not counted for purposes of the 401(k) Plan. For union employees, Base Salary may be different based on the terms of the union contract.

Employer

Brookhaven Science Associates, LLC

Hour of Service

An Hour of Service is each hour for which you are entitled to be paid for the performance of duties, or for which you are entitled to be paid for vacation, holiday, illness, incapacity, layoff, jury duty, military duty or leave of absence. No more than 501 Hours of Service will be credited for any single continuous period during which you perform no duties, except in the case of certain absences due to military service described in the "Military Service" section below.

Part-Time or Temporary Employee

A Part-Time or Temporary Employee is an employee who is designated by the Employer as a part-time, temporary or irregular employee because he or she is expected to be employed for less than 1,000 Hours of Service during any 12 consecutive calendar month period.

MISCELLANEOUS

Amendment or Termination of the Plan

Brookhaven Science Associates, LLC reserves the right to amend or terminate the 401(k) Plan at any time and for any reason. If the 401(k) Plan is terminated for any reason, the assets in the 401(k) Plan will be used for the exclusive benefit of 401(k) Plan participants and their

beneficiaries. If you are affected by a termination of the 401(k) Plan, you will be 100% vested in your account balances.

Military Service

If you take a leave of absence to serve in a branch of the United States armed forces and are re-employed under the Uniformed Services Employment and Re-employment Rights Act of 1994, your qualified military service may be considered service with the Employer and you may be entitled to make up any pre-tax contributions you missed the opportunity to make during your period of military service. These contributions must be made within a specific time period after you return from leave. If you are called to military service or believe you may be affected by this law, ask the BSA Benefits Office for more details.

In addition, if you receive differential wage payments from the Employer while you are in military service, those payments will be treated as Base Salary under the 401(k) Plan, and you will be treated as a participant in the 401(k) Plan while you are receiving those payments.

In addition, as explained previously in the "Withdrawals" section, you may have the right to withdraw your pre-tax and/or Roth contributions (including pre-tax and/or Roth catch-up contributions) if you are on a leave of absence because of military service for at least 30 days. If you take this withdrawal, you may not make any contributions to the 401(k) Plan for 6 months following the withdrawal.

Non-Alienation of Benefits and Qualified Domestic Relations Orders

Your benefits under the 401(k) Plan are not subject to transfer, sale or alienation. However, as required by law, all or a portion of your benefits may be distributed to a former spouse or child if required by a valid Qualified Domestic Relations Order ("QDRO"). To obtain a copy of the 401(k) Plan's QDRO procedures free-of-charge, contact the BSA Benefits Office.

Website Security

You may have the ability to manage your benefits online through websites hosted by third-party service providers. It is important that you protect your benefits and personal information with respect to these websites. Don't share your log-in credentials with anyone and use strong passwords. You are responsible for maintaining the security of your log-in credentials. If you believe your log-in credentials have been compromised, you should immediately notify the third-party service provider responsible for maintaining the website. You should educate yourself about any security measures that are available to you through the third-party service provider to protect your benefits and personal information and take the necessary steps to activate any security features, such as providing your mobile phone number, opting into mobile text messaging and multifactor authentication, which may be available to you to protect your benefits and personal information. You also need to keep your contact information up-to-date and monitor you benefits and personal information on these websites. Make sure to immediately review and respond to any communications about changes to your benefits or information, including any notice that your password or contact information has changed or about any suspicious activity regarding your benefits. Neither the 401(k) Plan nor the Plan Administrator is responsible for any losses or costs that may be incurred or suffered as a result of security incidents involving the third-party website, identity theft, or your failure to protect your benefits, personal information or log-in credentials.

GENERAL INFORMATION

Name of Plan:	Brookhaven Science Associates, LLC 401(k) Plan
Type of Plan:	This plan is a defined contribution plan with a 401(k) deferral feature maintained for the purpose of providing retirement benefits.
Effective Date of this SPD:	June 1, 2024
Name, address, and telephone number of the Plan Sponsor and Plan Administrator: The Plan Administrator has the exclusive right to interpret the Plan and to decide all matters arising under the Plan, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and the SPD issued in connection with the Plan. Benefits under the Plan shall be paid only if the Plan Administrator, or it delegate, in its sole discretion determines that a Participant is entitled thereto. The Plan Administrator has delegated the discretionary authority to make benefit determinations to the Third Party Administrator.	Brookhaven Science Associates, LLC Brookhaven National Laboratory PO Box 5000 Upton, NY 11973-5000 (631) 344-8000
Agent for Service of Legal Process:	General Counsel Brookhaven Science Associates, LLC Brookhaven National Laboratory PO Box 5000 Upton, NY 11973-5000
Plan Sponsor's federal tax identification number:	11-3403915
Plan Number:	002
Plan Year:	January - December
Type of Funding:	This plan is funded through trusts, individual contracts, and group contracts. See Trustees below.
Source of Funds:	The plan is funded by participant salary reduction (pre-tax and Roth) and rollover contributions that participants may invest in funds approved through TIAA.

Type of Administration:	The Retirement Committee has entered into agreements with TIAA to provide contract administration services.
Plan and Claims Administrator:	Retirement Committee Brookhaven Science Associates, LLC Brookhaven National Laboratory PO Box 5000, Upton, New York 11973 (631) 344-8000
Trustee	TIAA-CREF Trust Company, FSB 211 N Broadway, Suite 1000 St. Louis, Missouri 63102-2733 (800) 842-2776

YOUR RIGHTS UNDER ERISA

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

Receive Information About Your Plan and Benefits

- Examine without charge, at the Plan Administrator's office, all documents governing the plan, including insurance contracts, collective bargaining agreements, and copies 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, 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.

- Obtain a statement telling you whether you have a right to receive a benefit in the 401(k) Plan and if so, what your benefits would be if you stop working now. If you do not have the right to a benefit, the statement will tell you how many more years you have to work to get the right to a benefit. 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 plans. 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 benefit or exercising your right 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 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 which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof, concerning the qualified status of a domestic relations order or medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds that 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.

This information is intended to provide only a summary of BSA's benefits program. Nothing contained herein should be construed as a promise of employment or continued employment, or to constitute contractual obligations. If questions arise, official plan documents and insurance agreements are controlling and govern final determination of benefits consistent with applicable laws and regulations.

Funds Available For Investment*

As of May 15, 2023

Ticker Code	Account or Fund/Share Class
	Guaranteed Annuity
	TIAA Traditional Annuity
	Variable Annuities
QCGRIX	CREF Growth Account R3
QCSCIX	CREF Social Choice Account R3
	Money Market
VMFXX	Vanguard Federal Money Market Investor
	Fixed Income
DOXIX	Dodge & Cox Income Fund Class X
VIPIX	Vanguard Inflation-Protected Securities Fund Institutional Shares
VBTIX	Vanguard Total Bond Market Index Fund Institutional Shares
	Multi-Asset
TCTIX	TIAA-CREF Lifecycle 2010 Institutional Class **
TCNIX	TIAA-CREF Lifecycle 2015 Institutional Class **
TCWIX	TIAA-CREF Lifecycle 2020 Institutional Class **
TCYIX	TIAA-CREF Lifecycle 2025 Institutional Class **
TCRIX	TIAA-CREF Lifecycle 2030 Institutional Class **
TCIIX	TIAA-CREF Lifecycle 2035 Institutional Class **
TCOIX	TIAA-CREF Lifecycle 2040 Institutional Class **
TTFIX	TIAA-CREF Lifecycle 2045 Institutional Class **
TFTIX	TIAA-CREF Lifecycle 2050 Institutional Class **
TTRIX	TIAA-CREF Lifecycle 2055 Institutional Class **
TLXNX	TIAA-CREF Lifecycle 2060 Institutional Class **
TLRIX	TIAA-CREF Lifecycle Retirement Income Fund Institutional Class
VWIAX	Vanguard Wellesley Income Fund Admiral Shares
VWENX	Vanguard Wellington Fund Admiral Shares
	Real Estate
TIREX	TIAA-CREF Real Estate Securities Fund Institutional Class
	Equities
RERGX	American Funds EuroPacific Growth Fund Class R6
BSFIX	Baron Small Cap Fund Institutional Class
-	Columbia Trust Dividend Income Institutional 300
GSQTX	Goldman Sachs Small Cap Value Fund Investor Class
JMVYX	JPMorgan Mid Cap Value Fund Class R6
VTSNX	Vanguard Total International Stock Index Fund Institutional Shares
VITSX	Vanguard Total Stock Market Index Fund Institutional Plus Shares
CMGIX	BlackRock Mid-Cap Growth Equity Portfolio Institutional Shares
	Self-Directed Brokerage Account* **
	Visit TIAA website at www.tiaa-cref.org/bnl or call TIAA at (800) 927-3059.

*TIAA is the recordkeeper for these investment funds. For information on each fund's performance, refer to the fund's prospectus. For information on the fees and expenses assessed on your account by each fund, refer to the Plan's fee disclosure materials available at www.tiaa-cref.org/bnl. Funds offered only in a Retirement Annuity (RA), Supplemental Retirement Annuity (SRA), and/or Group Supplemental Retirement Annuity (GSRA) contract with TIAA ("Legacy Contracts") entered into before April 2018 may not be listed above. The Plan Administrator cannot make changes to, and does not review the performance or costs of, the investment funds under the Legacy Contracts.

**These are the Qualified Default Investment Alternative (QDIA) funds.

*** The Plan Administrator does not monitor the performance of the funds in your personal Brokerage Account and TIAA does not offer investment advice for the Brokerage assets.