RETIREMENT PLAN 8-1-2024

The Brookhaven Science Associates, LLC Retirement Plan (the "Retirement Plan" or the "Plan") provides participants with income at retirement. Your Retirement Plan account is credited with contributions your Employer makes on your behalf based on your pay. You direct the investment of your account. When you retire, you can receive the accumulated balance in your account in an annuity or in another optional form available under the Retirement Plan. Because the Retirement Plan is a "qualified" plan under the Internal Revenue Code, you don't pay income taxes on your benefit until it is actually paid to you. **Please note that the Employer reserves the right to amend or terminate this Retirement Plan at any time and for any reason.** Because the Retirement Plan is an individual account plan, the benefits provided by the Plan are not insured by the Pension Benefit Guaranty Corporation.

WHO IS ELIGIBLE FOR THE RETIREMENT PLAN?

Active Employees

A full-time employee becomes eligible to participate in the Retirement Plan after he or she has either: (a) attained age 21 and completed one year of Continuous Service, or (b) attained age 30 and completed six months of Continuous Service. Continuous Service generally means service from when you first perform an Hour of Service for Brookhaven Science Associates, LLC, although service with some predecessor employers is counted for this purpose as described below.

A different eligibility rule applies to Part-Time or Temporary Employees. A Part-Time or Temporary Employee becomes eligible to participate in the Retirement Plan after he or she has attained age 21 and completed one Year of Service. To earn a Year of Service, a Part-Time or Temporary Employee must be credited with at least 1,000 Hours of Service during the twelve-month period beginning with his or her date of hire (or each successive anniversary). If you transfer from Part-Time or Temporary Employee status to full-time employee status before you become eligible, you will become eligible when you meet one of the requirements described in the paragraph above.

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 Retirement Plan.

Ineligible Employees

The following individuals are not eligible to participate in the Retirement 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 Retirement Plan;
- Any individuals hired on or after January 1, 1999 who are designated by the Employer as a research associate, research fellow or student assistant; 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 Retirement Plan and are re-employed before incurring a Five Year Break in Service, or if you had a vested interest in your Retirement Plan account when you left, you will be eligible to re-enter the Retirement Plan on the first pay period beginning after your re-employment. Otherwise, you must satisfy the eligibility requirements described in the "Who is Eligible for the Retirement Plan?" section.

ENROLLMENT

Participation begins the first day of the pay period following completion of the age and service requirements. If you meet the eligibility requirements, you will automatically be enrolled in the Retirement Plan.

Choosing How Your Account is Invested

When BSA enrolls you in the Retirement Plan based on your participation date, your Retirement Plan 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 change your investment fund allocations or 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.

The Retirement 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 Retirement 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 Retirement 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 Retirement 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 Retirement 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, so please contact the BSA Benefits Office if you need additional information.

Designating a Beneficiary

If you die leaving a benefit under the Retirement Plan, the benefit will be paid to your designated beneficiary(ies). When you are automatically enrolled in the Retirement Plan, your default beneficiary is your estate, unless you are married at the time of your death. 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 Retirement Plan representative or 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. 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 other than your estate 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 Retirement 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 Retirement 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 retire; or
- You die.

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

RETIREMENT PLAN BENEFITS

Contributions to Your Account

If you are a participant and you were hired prior to January 1, 2011, the Employer will contribute an amount equal to 10% of your Base Salary to your account in the Retirement Plan.

If you are a participant and you were hired on or after January 1, 2011, the Employer will contribute an amount equal to 9% of your Base Salary to your account. Part-Time and Temporary Employees must be credited with 1,000 Hours of Service during the Plan Year to receive this contribution. For employees who are members of the IBEW union, the SPFPA union or the USW union, the terms of the applicable collective bargaining agreement apply. Effective for contributions on or after April 1, 2023, if you were a participant and you were hired as an IBEW union employee of the Employer on or after January 1, 2011, but before August 1, 2015 and you later transfer to a non-IBEW position, the Employer will contribute an amount equal to 10% of your Base Salary to your account in the Retirement Plan effective as of the later of April 1, 2023 or the date of such transfer.

Contributions will be made only for the portion of your Base Salary paid while you are a participant in the Retirement Plan. If you are disabled and receiving benefits under the employer's Long Term Disability Plan, refer to the section entitled "Participants Receiving Long Term Disability Benefits" below for an explanation of how this affects your participation in the Retirement Plan.

If you were a participant in the AUI Retirement Plan on February 28, 1998 who became an employee of Brookhaven Science Associates, LLC, your 401(a) accumulation in the AUI Retirement Plan was transferred to this Plan on or about March 1, 1998.

Participants are not required or allowed to contribute to the Retirement Plan. Rollover contributions into the Retirement Plan are not permitted. Participants are encouraged to make contributions into the 401(k) Plan.

Participants Receiving Long Term Disability Benefits

If you have a total disability which qualifies you for benefits under the Employer's Long Term Disability ("LTD") Plan, contributions will continue until your monthly LTD Plan benefits terminate. Your Base Salary will be the Base Salary at the rate in effect prior to the day you become eligible to receive LTD Plan benefits.

While you are entitled to contributions as a disabled employee, Retirement Plan contributions will be made to your account at a rate of 12½% of Base Salary not in excess of the Social Security wage base and 17½% of Base Salary in excess of the Social Security wage base.

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. You can get current information about the available investment options under the Retirement 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.

Limitations apply when transferring accumulations out of the TIAA Traditional Annuity, which is designed for retirement income needs rather than short-term goals. You may withdraw your accumulation within the TIAA Traditional Annuity and transfer it to another investment fund by using the "Transfer Payout Annuity" option which spreads payments over a period of seven years.

Vesting

Vesting refers to your right to all or a portion of the money in your account. If you were a participant before January 1, 2007, you are 100% vested in your account. If you become a participant on or after January 1, 2007, your account will vest according to your Years of Service under the following schedule:

Years of Service	Percentage Vested
Less than 2	0%
2 but less than 3	25%
3 but less than 4	50%
4 but less than 5	75%
5 or more	100%

The amount of benefits that you receive is based on the vested balance of your accumulated account in the Retirement Plan.

Effect of Termination and Re-employment

If you were a participant before January 1, 2007, and you terminate employment and are rehired by Brookhaven Science Associates, LLC, you will continue to be 100% vested in contributions made to your account after your return.

If you became a participant on or after January 1, 2007, and leave employment before you are 100% vested, any non-vested portion of your benefit will be forfeited once you (a) take a distribution of the vested portion of your benefit from the Retirement Plan or, if earlier, (b) incur a Five Year Break in Service. If you are re-employed before incurring a Five Year Break in Service, you can again earn Years of Service toward vesting the accumulation credited to your account during your prior employment. If you had taken a distribution of the vested portion of your benefit, the amount you forfeited will be restored only if you repay that distribution within five years of your re-employment. Earnings will not be restored. If you are re-employed after incurring a Five Year Break in Service, your forfeited benefit will not be restored. Your prior service will count in determining your vested interest in any new contributions to your account only if (a) you had a vested interest in your account before you left, or (b) your pre-break Years of Service exceed your years of Break in Service.

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.

RETIREMENT AND DISTRIBUTION OPTIONS

Since the Retirement Plan is intended to provide income to you and your spouse during retirement, loans and withdrawals are not permitted from the Retirement Plan while you are an employee, unless you are eligible for and participating in the Brookhaven Science Associates, LLC Phased Retirement Policy.

If you have terminated employment or are eligible for and participating in the Brookhaven Science Associates, LLC Phased Retirement Policy, you may be eligible to begin receiving

retirement benefits and may choose from among a number of distribution options. Contact TIAA directly to discuss your rollover and/or distribution options.

You may begin receiving your benefits immediately after you terminate employment or while participating in the Brookhaven Science Associates, LLC Phased Retirement Policy with Brookhaven, 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, call TIAA at (800) 842-2776.

Normal Annuity Form of Distribution

If you terminate employment or are participating in the Brookhaven Science Associates, LLC Phased Retirement Policy with the Employer when your account accumulation exceeds $5,000, the normal form of distribution from the Retirement 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 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 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 Retirement 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 Retirement 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.** If you have terminated employment or are participating in the Brookhaven Science Associates, LLC Phased Retirement Policy, you may request to receive up to 100% of your total accumulation in the Retirement Plan through cash withdrawals. Cash withdrawals are also permitted from the TIAA Traditional Annuity using the "Transfer Payout Annuity" option; however, payments under this option will be made over a period of seven years. 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 5 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.

- **Retirement Transition Benefit.** When you begin the process to establish a retirement annuity, you may request that 10% of your total accumulation be provided as a single sum payment. This is called a retirement transition benefit. You may elect to have some or all of this benefit directly rolled over to an IRA or another qualified retirement plan, including a Section 403(b) annuity or governmental Section 457 plan.

- **Interest Only Option.** This option is available to vested TIAA participants between ages 55 and 69½ with an account of at least $10,000. The Interest Only Option allows you to receive some income, while preserving your accumulation. You receive monthly payments of current interest only. Your accumulation is not reduced while you are receiving interest payments. If you elect this option, you must eventually convert to an annuity or the Minimum Distribution Option.

- **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 Retirement Plan accumulation account is less than or equal to $5,000, you will receive your total accumulation in accordance with the following:

- If the value of your vested Retirement Plan accumulation account is less than or equal to $1,000, you will receive a lump sum payment.

- If the value of your vested Retirement Plan accumulation account is greater than $1,000, the Plan Administrator will roll over the value of your vested Retirement 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 the 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 Retirement 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 Retirement 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.

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 out of the

Retirement 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 Retirement Plan, please contact the BSA Benefits Office at (631) 344-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, 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 the Retirement 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 Retirement 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 Retirement 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 Retirement Plan's claim and review procedures.

You must file any civil action related to the Retirement 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 RETIREMENT PLAN

Questions or concerns about the Retirement 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, 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. Overtime payments, shift premiums, termination payments (including severance and accrued vacation), paid time off received under the vacation donation program, and any other forms of non-recurring 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 Retirement Plan. For union employees, Base Salary may be different based on the terms of the union contract.

Break in Service and Five Year Break in Service

A Break in Service is a 12 consecutive calendar month period (measured from your date of hire and anniversaries of that date) in which you are credited with less than 501 Hours of Service. A Five Year Break in Service means five consecutive Breaks in Service.

For purposes of determining whether a Break in Service has occurred, if you are absent from work due to pregnancy, birth of your child, or the adoption of a child (or placement of a child with you in connection with adopting the child), you will receive credit for up to 501 Hours of Service during your absence. If you would not have incurred a Break in Service in the first year of such absence, Hours of Service will be credited in the following year to which your leave extends if it will help you to avoid a Break in Service in that year.

Continuous Service

Continuous Service means service from your most recent hire date. Service performed prior to a break in employment is not included in Continuous Service. Continuous Service will be reduced by periods on an approved leave of absence. Continuous Service includes Continuous Service if any, 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 New York, or the State University of New York at Stony Brook immediately prior to a transfer of employment to 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.

Year of Service

For vesting purposes, and for purposes of determining eligibility for a Part-Time or Temporary Employee, a Year of Service is a 12 consecutive calendar month period beginning on the date you begin working for the Employer (and each successive anniversary) in which you are credited with at least 1,000 Hours of Service.

A Year of Service includes 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 New York, or the State University of New York at Stony Brook immediately prior to a transfer of employment to Brookhaven Science Associates, LLC.

MISCELLANEOUS

Amendment or Termination of the Plan

Brookhaven Science Associates, LLC reserves the right to amend or terminate this Plan at any time and for any reason. If the Plan is terminated for any reason, the assets in the Plan will be used for the exclusive benefit of Plan participants and their beneficiaries. If you are affected by a termination of the Plan, you will become 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 contributions for this period. If you are called to military service and believe you may be affected by this law, ask the BSA Benefits Office for further details.

In addition, if you die while performing military service, your beneficiary may receive benefits (such as credit for Continuous Service other than retirement contributions) for the period of military service, as if you were re-employed on the date immediately preceding your death.

Additionally, if you are receiving differential wage payments while on military leave, you will be treated as an employee of the Employer for all purposes under the Retirement Plan.

Non-Alienation of Benefits and Qualified Domestic Relations Orders

Your benefits under the Retirement 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 Retirement 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 Retirement 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 Retirement Plan
Type of Plan:	This plan is a money purchase defined contribution plan maintained for the purpose of providing retirement benefits.
Effective Date of this SPD:	August 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 its 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:	001
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 employer 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 Retirement 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.