

**QUALIFIED DOMESTIC RELATIONS ORDER (QDRO) PROCEDURES**  
**FOR**  
**BROOKHAVEN SCIENCE ASSOCIATES, LLC**

The Brookhaven Science Associates, LLC Retirement Committee, as the plan administrator of the Brookhaven Science Associates, LLC 401(k) Plan and the Brookhaven Science Associates, LLC Retirement Plan (each, a “Plan”) has appointed TIAA-CREF (“TIAA”) to process and administer Domestic Relations Orders and Qualified Domestic Relations Orders received with respect to the Plans. TIAA shall act in accordance with the following procedures.

**I. DEFINITIONS**

- A. “Account” means the Participant’s or if applicable, Alternate Payee’s separate account which is maintained under the Plan.
- B. “Alternate Payee” means a spouse, former spouse, child or other dependent of a Participant who is recognized by an Order as having a right to receive all, or a portion of, the benefits payable under a Plan with respect to the Participant.
- C. “Brookhaven” means Brookhaven Science Associates, LLC.
- D. “Domestic Relations Order” or “Order” means a judgment, decree, or order (including a formal approval by a state authority of a property settlement agreement) that (i) relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child, or other dependent of a Participant, and (ii) is made pursuant to a state domestic relations law (including a community property law).

The term “Order” includes divorce or “dissolution” decrees assigning marital property rights, alimony or child support orders, and temporary orders regarding payment of benefits during a divorce or custody proceeding.

For identification and benefit payment purposes, the Social Security numbers and dates of birth for the Participant and Alternate Payee must also be provided, and may be provided in an addendum to the order that is not filed with the court.

- E. “Legal Counsel” means the law firm and/or the attorney retained by the Plan Administrator or Brookhaven that is primarily responsible for advising Brookhaven regarding employee benefit plan matters.
- F. “Participant” means a participant who is identified in the QDRO as having a benefit under a Plan to which the Alternate Payee is assigned certain rights.
- G. “Plan” means, as applicable, the retirement plan or plans sponsored by Brookhaven specified in an Order including the Brookhaven Science Associates,

LLC 401(k) Plan (the “401(k) Plan”) and/or the Brookhaven Science Associates, LLC Retirement Plan (the “Retirement Plan”) (each, a “Plan”).

H. “Plan Administrator” means the Brookhaven Science Associates, LLC Retirement Committee.

I. “Qualified Domestic Relations Order” (“QDRO”) means an Order that qualifies under Internal Revenue Code of 1986 (“IRC”) Section 414(p) and Employee Retirement Income Security Act of 1974 (“ERISA”) Section 206(d)(3) and which:

1. creates or recognizes the existence of an Alternate Payee’s right to receive, or assigns to an Alternate Payee the right to receive, all or a portion of the benefits payable with respect to the Participant under a Plan;
2. clearly specifies the name and last known mailing address (if any) of the Participant and each Alternate Payee covered by the Order;
3. clearly specifies the amount or percentage of the Participant’s Accounts that is to be paid by the Plan to any Alternate Payee, or the manner in which such amount or percentage is to be determined;
4. clearly specifies the number of payments or the time period to which the Order applies;
5. clearly specifies the date as of which the value of such benefits are to be determined;
6. clearly specifies the Plan to which the Order relates; and
7. is signed by a judge with authority over the proceeding. The Plan Administrator reserves the right to request a certified copy of the Order.

However, an Order will **not** be determined to be a QDRO if it:

- (a) requires the Plan to provide any type or form of benefit or any option not provided under the Plan;
- (b) requires the Plan to provide increased benefits (determined on the basis of actuarial value);
- (c) requires the payment of benefits to an Alternate Payee that are already payable to another Alternate Payee under a prior QDRO;  
or
- (d) requires the Plan to pay benefits to an Alternate Payee in the form of a qualified joint and survivor annuity for the lives of the Alternate Payee and his or her subsequent spouse.

- J. “Separate Interest” means the portion of the Participant’s Account assigned to the Alternate Payee as the Alternate Payee’s sole and separate property pursuant to a QDRO.
- K. “Shared Payment” means a specific dollar amount or percentage of each payment otherwise to be paid to the Participant from a Plan that is assigned to the Alternate Payee by a QDRO. A Shared Payment is payable to the Alternate Payee at the same time and in the same form as payments are made to the Participant. Shared Payments are required if an Order is entered when the Participant is in pay status.

**II. REQUESTS FOR INFORMATION AND SUBMISSION OF ORDERS FOR REVIEW**

- A. Requests for Participant-Specific for Information. Participant-specific information, such as account balance or plan participation information, shall only be released upon request to a non-participant if the Participant authorizes the release of such information with a signed, notarized written release or if a subpoena requesting such information is properly served on the Plan.
- B. Requests for General Information. General information, such as a model QDRO, these QDRO procedures, plan document or summary plan description, is available to assist in the preparation of a QDRO and may be obtained by contacting the Benefits Office at (631) 344-8000 or:

Brookhaven Science Associates, LLC  
Brookhaven National Laboratory  
Attn: The Benefits Office  
P.O. Box 5000  
Upton, New York 11973

Model QDROs are available at <https://www.tiaa.org/public/search-results?qryStr=model%20QDRO>. All QDROs are subject to review under these Procedures.

- C. Address for Submitting Orders. All orders including draft orders should be submitted for review at the following address:

TIAA  
P.O. Box 1259  
Charlotte, NC 28201-1259

**III. RECEIPT OF AN ORDER OR A PROPOSED ORDER**

Upon receipt of an Order or a proposed Order, the following procedures shall be followed:

A. Notice. TIAA shall notify the Participant, any prospective Alternate Payee named in the Order, and/or their attorneys or such other designated representatives, if any, that:

1. an Order or proposed Order has been received;
2. a determination will be made in accordance with these Procedures as to the qualified status of the Order or proposed Order;
3. the Participant and any prospective Alternate Payee will be notified of TIAA's determination with respect to the Order or proposed Order; and
4. an administrative hold under Article IV below, if applicable, applies.

If not sent previously, such notice shall include a copy of these Procedures.

B. Request for Additional Information. TIAA may request additional information or documentation from any affected Participant or prospective Alternate Payee as is necessary to determine whether the Order is qualified (or would be qualified but for the fact the Order was submitted in proposed form). Any such request shall be made in writing and shall provide for a reasonable period, as specified by TIAA, within which to respond.

C. Review of Orders.

1. The order shall be evaluated for compliance with the requirements for a QDRO as provided in provisions of IRC Section 414(p) and ERISA Section 206(d)(3) and the terms and procedures of the Plan.
2. If TIAA determines that the order fails to meet the requirements for a QDRO, the parties shall be notified by mail. Such notification shall contain an explanation for the negative determination.
3. If the sole reason for the non-qualification of the order is that the order has not been filed with the court (*i.e.*, it is a draft or proposed QDRO), the order shall be considered "pre-approved" and the parties shall be notified of such by mail. The proposed QDRO must be filed within 90 days of the TIAA's determination of pre-approval.
4. If TIAA determines that the order meets all of the qualifications of a QDRO, the parties shall be notified by mail and given instruction regarding the effectuation of the provisions of the QDRO.
5. TIAA shall implement the provisions of the QDRO.

#### IV. RESTRICTION ON DISTRIBUTION OF BENEFITS

- A. Notice of Adverse Claim. Upon receipt of one of the following documents below, an administrative hold shall be placed on the Participant's applicable Plan account. Such administrative hold shall serve as an indication of an Alternate Payee's potential interest in the Plan.
1. Written notification of an adverse claim submitted by a potential Alternate Payee or his/her representative; or
  2. Receipt of a Domestic Relations Order, including a proposed Order, a decree of divorce, a property settlement agreement or other document which indicates that an ex-spouse, spouse, or child was awarded an interest in the Plan(s).
- B. Release of Administrative Hold. Upon receipt of one of the following documents below, any administrative hold which has been placed on a Participant's Plan account shall be removed unless TIAA determines otherwise:
1. A Divorce Decree, Judgment, or Property Settlement Agreement is received which unambiguously provides that the Participant is awarded all of his or her interest in the Plan(s).
  2. A QDRO has been received and its terms implemented.
  3. A subsequent court order vacating the QDRO is received.
  4. The Participant's former spouse provides a written, signed and notarized waiver of his or her interest in the Participant's Plan. This method shall only be accepted if a QDRO has not been received by the Plan. If a QDRO exists, the QDRO must be vacated before the hold will be released.

An administrative hold shall also be removed upon the expiration of the cure period or 18-month period, if later, in Section IV.C.1 below or relating to the determination that an Order is not qualified or the failure to provide a final Order after the determination that a proposed Order is pre-approved.

- C. Procedures While the Qualified Status of an Order is Being Determined.
1. Separate Accounting. During the period in which it is being determined whether the Order is a QDRO, TIAA shall separately account for the amounts which would have been payable to the Alternate Payee during such period if the Order or proposed Order had been determined to be a QDRO. Such separately accounted for amounts (or if such separate amounts are not ascertainable, the Participant's entire Account balance) shall not be subject to loan, withdrawal or distribution to or by the Participant (or such other person or persons) if there had been no Order or proposed Order unless: (1) the Order is determined not to be a QDRO and

any “cure period” has expired; or (2) the 18-month period beginning with the date on which the first payment would be made under the Order following receipt by the Plan expires without a determination of whether the Order is or is not a QDRO (“18-Month Period”).

2. Notice of Adverse Determination. If an Order or proposed Order is determined by TIAA not to be a QDRO within the 18-Month Period, the Participant and the Alternate Payee (or designated representative(s)) shall be furnished a notice of the determination setting forth, as applicable
  - i. the reason(s) why the Order or proposed Order is not a QDRO;
  - ii. references to the Plan provisions on which the determination is based;
  - iii. an explanation of any time limits that apply to rights available to the Participant and the Alternate Payee, including the duration of any “cure period”); and
  - iv. a description of any additional material, information, or modifications necessary for the Order or proposed Order to be a QDRO and an explanation of why such material, information, or modifications are necessary.

If the Order or proposed Order is not modified and resubmitted to TIAA within the cure period set forth in the above notice, the segregated amount will be restored to the Participant’s Account or paid to the person(s) who would have received such amounts if an Order had not been issued, as applicable.

3. Determination of a QDRO. If the Order or the proposed Order is determined by TIAA to be a QDRO within the 18-Month Period:
  - i. the terms and conditions as to the payment and entitlement contained in the QDRO will be communicated in a notice to the Participant and the Alternate Payee (or designated representative(s)); and
  - ii. TIAA shall comply with the terms of the QDRO (or, if applicable, following the proposed Order being entered by a court as an Order).
4. Expiration of the 18-Month Period. If TIAA has not resolved the issue of whether the Order or proposed Order is a QDRO within the 18-Month Period:

- i. the segregated amount will be restored to the Participant's account or paid to the person(s) who would have received the amounts if the Order had not been issued; and
- ii. any determination that an Order is a QDRO after the expiration of the 18-Month Period will be applied prospectively (that is, the Alternate Payee will be entitled only to amounts payable under the Order after the subsequent determination).

If TIAA determines that the Order is a QDRO after the 18-Month Period, the Plan is not liable for payments to the Alternate Payee for the period before the Order is determined to be QDRO.

## V. CONTENT OF AN ORDER AND ADMINISTRATIVE POLICIES

- A. Content of an Order or Proposed Order. An Order for a Plan must meet the definition of a Qualified Domestic Relations Order set out in Section I.I of these Procedures.
- B. Investment Gains/Losses. Unless otherwise provided for in the Order, the Alternate Payee will be allocated interest and investment income or losses attributable to the Alternate Payee's assigned share of the Participant's Account from the date of assignment to the date of segregation of the Participant's Account based on the Account's investments during such period.
- C. Pro-Rata Allocation of Alternate Payee's Benefits Among Participant's Accounts. Unless otherwise provided in the Order, the Alternate Payee's share of the Participant's Account, whether stated in terms of a dollar amount, percentage or other formula, shall be allocated from among all of the Participant's subaccounts and/or investment funds maintained under the Plan on a pro-rata basis as of the date of segregation.
- D. Outstanding Loans. Unless otherwise specified in the Order, for purposes of determining the amount payable to the Alternate Payee, any outstanding loan balance shall not be included in the Participant's interest in the Plan as of the segregation date specified in the Order. However, the Alternate Payee's assigned share in the Order cannot exceed 100% of the Participant's actual current vested total Account value excluding loans. No portion of any loan may be assigned to the Alternate Payee.
- E. Payment to the Alternate Payee Under the Plan.
  1. Commencement of Payments to Alternate Payee.
    - i. 401(k) Plan. A QDRO may require that payment of the 401(k) Plan benefit to an Alternate Payee may begin as of any date after the Order is determined to be a QDRO and, if applicable, a

separate Account has been established, without regard to whether the Participant has terminated employment.

ii. Retirement Plan. A QDRO may provide that payment of the Retirement Plan benefit to the Alternate Payee may begin on or after the date the Participant would have attained his or her “earliest retirement age” under the Plan, which is the earlier of:

(a) The date on which the Participant is entitled to a distribution under the Plan; or

(b) The later of:

(1) The date on which the Participant reaches age 50; or

(2) The earliest date on which the Participant could begin receiving benefits if he is separated from service.

If the Participant separates from service before his or her earliest retirement date under the Retirement Plan (including due to death), the Alternate Payee may elect to commence benefits as of a date after the Participant’s termination; provided, however, that a lump sum benefit shall not be available except to the extent provided under the terms of the Plan.

iii. Small Accounts. Notwithstanding the above, the Plan’s provisions regarding the cashout of small benefit amounts shall apply to the Alternate Payee’s Separate Interest.

iv. Latest Commencement Date. Notwithstanding the above, a QDRO may not delay the commencement of payment to an alternate payee beyond the latest date on which payments to the Participant would be required, which is generally April 1 after the later of the year in which the Participant reaches the age of 72 (age 70½ if the Participant attained age 70½ on or before December 31, 2019) or the year in which the Participant retires.

2. Separate Interest. If the Order provides for the Separate Interest approach, as soon as administratively feasible after the Order is deemed qualified, TIAA shall establish a separate Account under the Plan for the Alternate Payee and cause to be transferred from the Participant’s Account to the Alternate Payee’s Account the assigned Separate Interest. The Alternate Payee will be notified once the Account has been established and have the opportunity to change the investments of his/her Account in accordance with the terms of the Plan. The Alternate Payee will be informed that

he/she may contact TIAA to obtain the appropriate distribution election forms subject to (i) the terms of QDRO, and (ii) the permitted benefit commencement date set forth in paragraph 1 above.

3. Shared Payment. If the Order provides for the Shared Payment approach, as soon as administratively feasible after the Order is deemed qualified, payments to the Participant and Alternate Payee shall be split pursuant to the terms of the QDRO. Adjustment shall be made to account for the period during which the issue of whether the Order (but not a proposed Order) was a QDRO was being determined (unless the Order provides otherwise).

F. Death Issues:

1. Shared Payment QDROS.
  - i. Death of the Participant. If payments have commenced to the Alternate Payee and the Participant dies before the Alternate Payee, the Plan shall stop payments to the Alternate Payee as of the first payment that would have followed the Participant's death.

If the Participant dies prior to payments commencing to the Alternate Payee, no benefits shall be payable to the Alternate Payee.

Unless otherwise provided in the QDRO, the Plan shall not treat the Alternate Payee as the Participant's spouse for purposes of the pre-retirement death benefits under the Plan.

- ii. Death of the Alternate Payee. If the Alternate Payee dies before the Participant, the Plan shall prospectively return the Participant's benefits to the level that the Participant would receive had there been no QDRO.

2. Separate Interest QDROS. Payments of the Alternate Payee's Separate Interest shall not be affected by the Participant's death.

Unless otherwise provided in the QDRO, if the Alternate Payee dies before commencing receipt of the distribution of the Separate Interest, the Alternate Payee's Separate Interest shall revert to the Participant.

Unless otherwise provided in the QDRO, the Plan shall not treat the Alternate Payee as the Participant's Spouse for purposes of any benefits payable with respect to the Account in which the Participant retained a Separate Interest.

## VI. MISCELLANEOUS

- A. Plan Document Controls. Notwithstanding anything herein to the contrary, if any provision of these Procedures is inconsistent with a provision in the particular Plan in question, the provisions of such Plan shall control.
- B. Status of Alternate Payee. An Alternate Payee will be considered a terminated vested Plan Participant with respect to his or her Separate Interest and shall have right to direct investments of his or her account.
- C. Overpayment. If an overpayment to the Participant or the Alternate Payee is made, then the affected party shall refund the overpayment, or future payments to the affected party will be adjusted as appropriate.
- D. Method of Notice. Any notice required by these Procedures that is to be given to a Participant or an Alternate Payee shall be in writing and sent by first-class or overnight mail to the last address on file for the Participant or the Alternate Payee or their designated representatives (*e.g.*, an attorney). With consent of the recipient, facsimile or electronic mail may be substituted for first-class or overnight mail.
- E. Minors. In the event that an Alternate Payee is a minor or incompetent, any payments due under a QDRO may be made to the guardian, trustee or conservator, provided that proper proof of appointment is furnished in a form and manner suitable to TIAA. In addition, but subject to the documents governing such appointment, any right to elect an investment option may be exercised by such guardian, trustee or conservator.
- F. Missing Payee. In the event the Plan Administrator cannot locate an Alternate Payee to whom payment is to be made, the provisions of the Plan regarding missing payees shall apply.
- G. Consultation with Legal Counsel. The Plan Administrator may consult with Legal Counsel in case of questions which arise under these QDRO procedures.
- H. Amendment to the Domestic Relations Order Procedures. These Procedures covering receipt of Orders may be amended at any time by the Plan Administrator.