

**COLD SPRING HARBOR LABORATORY
Tax-Deferred Annuity Plan**

Summary Plan Description

This document provides each Participant with a description of the Institution's Tax-Deferred Annuity Plan.

2024

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This summary was prepared for the participants in the Cold Spring Harbor Laboratory Tax Deferred Annuity (TDA) Plan. If there is any ambiguity or inconsistency between this summary and the formal Plan document, the terms of the formal Plan document will govern. With respect to benefits remaining in TIAA-CREF annuity contracts or certificates, all rights of a participant under the contracts or certificates will be determined by the terms of such contracts or certificates.

Employer Identification Number: 11-2013303

Plan Number: 002

Part I: Information About The Plan

1.1 What is the Cold Spring Harbor Laboratory Tax-Deferred Annuity (TDA) Plan?

The Cold Spring Harbor Laboratory TDA Plan (the “Plan”) is a defined contribution plan that was established on January 1, 1989. The Plan is an arrangement under Section 403(b) of the Internal Revenue Code (“IRC”). An arrangement under Section 403(b) of the IRC allows employees of tax-exempt organizations to enter into salary reduction agreements with their employers. Under such agreements, a portion of the employee’s compensation is contributed to the 403(b) plan on behalf of the employee rather than paid directly to the employee. These amounts, together with any earnings, are not subject to federal income tax until they are paid to the employee (or beneficiary) in the form of benefits. Employees may choose to invest the contributions in annuity contracts through TIAA-CREF (for deferrals prior to January 1, 2011) or in mutual funds through custodial accounts.

Cold Spring Harbor Laboratory (the “Institution”) is the sponsor of the Plan. The Institution’s Employee Benefits Committee is the administrator of the Plan (the “Administrator”) and has designated the Vice President, Chief Human Resources Officer to be responsible for many matters of Plan operation. The Plan year begins on January 1 and ends on December 31.

1.2 How are my contributions invested?

Your contributions may be invested in “funding vehicles” (annuity contracts through TIAA-CREF for deferrals prior to January 1, 2011 or custodial accounts issued for funding amounts held under the Plan) offered under the Plan in accordance with your investment elections. If no fund is selected, your contributions will be invested in the default fund selected by the Retirement Plan Investment Committee. The Retirement Plan Investment Committee designates the vendors, funding vehicles, accounts and investment funds available under the Plan. These vendors, funding vehicles, accounts and investment funds may be changed by the Retirement Plan Investment Committee from time to time. You were provided with information about these investment options separately. To

review the current investment funds available under the Plan, you must sign onto to Fidelity at www.fidelity.com/atwork or call Fidelity at 1-800-343-0860.

1.3 Who is eligible to participate in the Plan?

Generally, all employees of the Institution can participate in the Plan. However, individuals that do not qualify as common law employees are not eligible to participate. For example, any individual who is enrolled as a full-time student at the Cold Spring Harbor Laboratory School of Biological Sciences, is a visiting graduate student, students in residence (such as students of Stonybrook University, Hofstra University and other long-term graduate students) and any individual performing services as a bona-fide independent contractor, are not common-law employees and are not eligible to participate in the Plan.

1.4 When do I become eligible to participate in the Plan?

If you are an eligible employee you may begin participation in this Plan immediately following employment at the Institution. To participate in this Plan, you must enroll on-line using our Employee Self Service (ESS) module. Once you have enrolled on-line, please visit Fidelity at www.fidelity.com/atwork to make your investment choices. There is a kiosk computer available at Human Resources available for those who do not have regular access to a computer.

Participation in the Plan is voluntary. You are not required to join the Plan. If you decide to participate in the Plan you will continue to be eligible to contribute to the Plan until you cease to be an eligible employee, the Plan is frozen or the Plan is terminated, whichever occurs first.

1.5 What contributions will be made?

To participate you must enroll via our on-line Employee Self Service module. On ESS you will elect a dollar amount of your eligible compensation that you wish to contribute under the Plan. However, you may not elect an amount which exceeds your take-home pay or the limit on contributions discussed in 1.6 below. After completing enrollment your salary is reduced according to your election and the amount of the reduction is applied as premiums to one or more of the funding vehicles you select that are available under this Plan. Your salary reduction agreement will remain in effect until you modify or terminate it. You may modify or terminate your salary reduction agreement on ESS. Your ability to modify your agreement may be subject to such reasonable restrictions as established by the Administrator.

As of January 3, 2023, you may elect to put your contributions into a Roth Account under this Plan. Contributions and withdrawals of Roth Elective Deferrals will be credited and debited to a separate Roth Elective Deferral Account maintained for you under a Funding Vehicle. Contributions to Roth Elective Deferral Accounts will be kept separate from your other accounts. Unless

specifically stated otherwise, Roth Elective Deferrals will be treated as Elective Deferrals for all purposes under the Plan.

1.6 Is there a limit on contributions?

Yes. The amount of your contributions under this Plan is subject to an annual maximum dollar limit (the “Elective Deferral Limit”). Under, current law, the Elective Deferral Limit is \$23,000 for 2024 and may be adjusted by the IRS for cost-of-living increases in future years. In addition, the total amount of contributions made on your behalf for any year may not exceed the limit set by 415(c) of the Code (as adjusted by the IRS for cost-of-living increases), which is \$69,000 for the 2024 Plan Year or 100% of your includible compensation for your most recent year of service, whichever is less. For purposes of applying this limit you must combine amounts contributed under this Plan with amounts contributed on your behalf under the Cold Spring Harbor Laboratory Section 401(a) Retirement Plan. These limits may be adjusted from time to time. For more information on these limits, contact the Administrator.

If you have made salary reduction contributions that exceed the Elective Deferral Limit, you should request a distribution of the excess by notifying the Administrator by March 1 of the following year. The excess will be distributed to you by April 15.

1.7 Can I make catch-up contributions?

If you will be age 50 or older as of any December 31st, you will be eligible to make a “catch-up contribution” for that calendar year. A catch-up contribution is an additional pre-tax contribution that you may make in excess of any limitations set forth in Question 1.6. The maximum catch-up contribution is \$7,500 for calendar year 2024 and may be adjusted in future years for cost-of-living increases.

Beginning January 1, 2025, if you are eligible to make age 50 catch-up contributions and you are age 60–63 your catch-up limit is the greater of \$10,000 or 150% of the age 50 catch-up limit. The increased catch-up limit is available to you in the calendar year that you turn 60 and continues until the calendar year that you turn 64. This means you would be eligible for the additional catch-up for the entire year in which you turn 60 (even if your birthday is December 31st), and you would not be eligible for the additional catch-up in the year you turn 64 (instead the age 50 catch contribution limit will apply).

1.8 Do contributions continue during a paid leave of absence?

During a paid leave of absence Plan contributions will continue to be made in accordance with the salary reduction agreement, unless you revise your salary reduction agreement. No contributions will be made during an unpaid leave of absence.

1.9 When do my Plan contributions become vested (i.e., owned by me)?

You are fully and immediately vested in the benefits arising from your contributions made under this Plan. Such amounts are nonforfeitable.

1.10 What distribution options are available for my Plan contributions?

The distribution options available to you depend on when your elective deferrals were contributed and where they are invested.

For elective deferrals made on or after January 1, 2011, you may choose from among several options when you retire. The options available to you for distribution of your elective deferrals and any earnings made on and after January 1, 2011 include the following:

A Lump Sum Distribution: You may elect to receive your entire account as a single sum cash payment.

Two or More Installments: You may elect to receive your benefits in two or more payments. These installments do not need to be in equal amounts.

Equal Installments: You may elect to receive your account balance in substantially equal monthly, quarterly or annual payments. You may also choose the period of whole number of years over which these installments will be paid.

Lifetime Income Investment: If applicable, you may receive a distribution of a “lifetime income investment” held by the Plan if the investment can no longer be held as an investment option under the Plan. The distribution must be made within the ninety (90) days after the investment is no longer authorized to be held as an investment option under the Plan. Distribution will be in the form of an annuity contract purchase for you and distributed by the Plan. A “lifetime income investment” is an investment option that generally guarantees a minimum level of income at least annually (under the Plan or through an annuity) for the remainder of your life and the joint lives of your designated beneficiary(ies), if any.

Pre-2011 Deferrals. With respect to pre-2011 contributions that are transferred to Fidelity (see Questions 2.2 and 2.3 for more information on transferring your account balance), you may also elect to receive your distribution as an annuity. For more information on this option, please contact the Administrator or Fidelity at 1-800-343-0860. For a discussion of the applicable spousal consent rules, see Question 1.16.

For information about the rules that apply to elective deferrals made prior to January 1, 2011, please see Question 1.11.

1.11 What distribution options are available under the Plan for deferrals that are currently invested in TIAA-CREF Funding Vehicles?

For the elective deferrals you made prior to January 1, 2011 which remain invested in TIAA-CREF funding vehicles you may elect to receive benefits under any of the forms of benefit permitted by the applicable TIAA-CREF funding vehicle. However, if you are married, your right to choose an income option will be subject to your spouse's right (under federal pension law) to survivor benefits (as discussed in Question 1.16) unless this right is waived by you and your spouse. The options available to you will depend upon the funding vehicle you have chosen and may include the following:

A Single Life Annuity. This option pays you an income for as long as you live, with payments stopping at your death. A single life annuity provides you with a larger monthly income than other options. This option is also available with a 10, 15, or 20 year guaranteed payment period (but not exceeding your life expectancy at the time you begin annuity income). If you die during the guaranteed period, payments in the same amount that you would have received continue to your beneficiary(ies) for the rest of the guaranteed period.

A Survivor Annuity. This option pays you a lifetime income, and if your annuity partner lives longer than you, he or she continues to receive an income for life. *The monthly amount you receive is actuarially reduced (from the single life annuity) to reflect the value of the survivor benefit.* The amount your survivor receives depends on which of the following three options you choose:

- *Full Benefit to Survivor.* A monthly benefit to you for life. Your surviving annuity partner receives 100% of this monthly benefit for his or her life.
- *Seventy-Five percent benefit to Survivor.* The full income continues as long as you live. If your annuity partner survives you, he or she receives, for life, seventy-five percent of the monthly income you had received.
- *Two-thirds Benefit to Survivor.* At the death of either you or your annuity partner, the payments are reduced to two-thirds the monthly amount that would have been paid if both had lived, and are continued to the survivor for life.
- *Half Benefit to Second Annuitant.* The full income continues as long as you live. If your annuity partner survives you, he or she receives, for life, one-half of the monthly income you had received.

Generally, all survivor annuities are available with a 10, 15, or 20 year guaranteed period, but not exceeding the joint life expectancies of you and your annuity partner. The period may be limited by federal tax law.

A Minimum Distribution Option (MDO). The MDO enables participants to automatically comply with federal tax law distribution requirements. With the MDO, you'll receive the minimum distribution that is required by federal tax law while preserving as much of your accumulation as possible. The minimum distribution will be paid to you annually unless you elect otherwise. This option is generally available in the year in which you attain age 70½ (age 73 if you attain age 72 on or after January 1, 2023 and before January 1, 2033, and age 75 for any participant who attains age 74 on or after January 1, 2033) or, if later, when you retire.

A lump sum distribution. A single withdrawal of all or a portion of your account. (The TIAA-Traditional Account does not offer a lump sum.)

1.12 What happens if I die before I start receiving my benefits?

If you die before the start of your retirement benefit payments the full value of your account will be payable to your beneficiary under the options offered under the funding vehicle. If you die before the distribution of benefits has begun, your entire interest must normally be distributed by December 31 of the fifth calendar year after your death. Under a special rule, death benefits may be payable over the life or life expectancy of a designated beneficiary if the distribution of benefits begins not later than December 31 of the calendar year immediately following the calendar year of your death. If the designated beneficiary is your spouse, the commencement of benefits may be deferred until December 31 of the calendar year that you would have attained age 70 ½ (age 73 if you attain age 72 on or after January 1, 2023) had you continued to live.

1.13 What happens if I die before receiving all of my benefits?

If you die after you start receiving your retirement benefits but before everything is paid out, your beneficiary will generally be paid any remaining balance in your account at least as rapidly as you would have been paid had you lived to receive all your benefits yourself.

1.14 What happens if I die after December 31, 2019?

If you die after December 31, 2019, your entire interest under the Plan must normally be distributed within ten years of your death regardless of whether you die before or after your required beginning date for required minimum distributions. However, under a special rule, death benefits may be payable over the life or life expectancy of an "Eligible Designated Beneficiary". If the designated beneficiary is your spouse, the commencement of benefits may be deferred until December 31 of the calendar year that you would have attained age 70 ½ (age 73 if you attain age 72 on or after January 1, 2023) had you continued to live. An "Eligible Designated Beneficiary" for purposes of this Section 1.14 includes your surviving spouse, your minor child, a disabled or chronically ill individual or an individual who is not more than ten years younger than you

whom you have designated to receive payments under the Plan in accordance with the procedures for designating beneficiaries under the Plan.

1.15 What happens if I become physically or mentally incompetent?

If the Committee receives evidence that you or someone you have designated to receive payments under the Plan are either physically or mentally incompetent to receive payments, and that no guardian has been appointed by a court, then the payment will be made to your benefit or to the benefit of your spouse, children or other dependents as determined by the Administrator.

1.16 How do I designate a beneficiary under the Plan?

If you are married your spouse is your presumptive beneficiary. To designate another person as your beneficiary, you will need to follow the process designated by the Plan's recordkeeper(s). Fidelity, the Plan recordkeeper as of January 1, 2011, includes beneficiary designations on their website and handles all the tracking for such designations. Even if you previously designated a beneficiary under this Plan for contributions made to TIAA-CREF, you must execute and file a new beneficiary designation with Fidelity which will apply to amounts contributed on or after January 1, 2011. If you have any questions please contact Fidelity at 1-800-343-0860 or visit their website at www.fidelity.com/atwork for more information.

For money contributed prior to 2011 and not transferred to Fidelity you must designate a beneficiary through TIAA-CREF. Please contact TIAA-CREF at 1-800-842-2776 if you have any questions or to change your designation.

You should review and update your beneficiary designations periodically, especially after major life events such as marriage, divorce or death of a spouse.

1.17 Do I need separate beneficiary designations for Fidelity and TIAA-CREF?

Yes. If you have money invested with both Fidelity and TIAA-CREF, you will need to execute two separate beneficiary designations, even if you would like the same individual to receive your entire benefit.

1.18 Are there different survivor requirements for the pre-2011 deferrals?

For deferrals made prior to January 1, 2011 your account may have been invested in individual annuity contracts requiring spousal death benefits. If so, joint and survivor requirements apply. Since that date, such requirements have only applied to the portion of your benefits attributable to pre-2011 deferrals, and only to the extent required by an applicable individual agreement. If your individual agreement is subject to these requirements your spouse is entitled to the following rights:

If you are married and commence benefits before your death, payment will be made in the form of a joint and survivor annuity with your surviving spouse continuing to receive income that is at least half of the annuity income payable during the joint lives of you and your spouse (joint and survivor annuity, described below) unless you elect another form of payment with your spouse's consent.

A waiver of the joint and survivor annuity may be made only during the 180-day period before the commencement of benefits. The waiver also may be revoked during the same period. It may not be revoked after annuity income begins.

If you die before annuity income begins, your surviving spouse will be entitled to receive a benefit that is the actuarial equivalent of at least half of the full current value of your annuity accumulation, in periodic payments for life, or, if your spouse consents, in a single sum or under one of the income options offered by the fund (pre-retirement survivor annuity).

The period during which you may elect to waive the pre-retirement survivor benefit begins on the first day of the Plan year in which you attain age 35. The period continues until the earlier of your death or the date you start receiving annuity income. If you die before attaining age 35 -- that is, before you've had the option to make a waiver -- at least half of the full current value of the annuity accumulation is payable automatically to your surviving spouse in a single sum, or under one of the income options offered by the fund sponsor. If you terminate employment before age 35, the period for waiving the pre-retirement survivor benefit begins no later than the date of termination. The waiver also may be revoked during the same period.

All spousal consents must be in writing and either notarized or witnessed by a Plan representative and contain an acknowledgment by your spouse as to the effect of the consent. All such consents shall be irrevocable. A spousal consent is not required if you can establish to the Institution's satisfaction that you have no spouse or that he or she cannot be located. Unless a Qualified Domestic Relations Order (QDRO), as defined in Code Section 414(p), requires otherwise, your spouse's consent shall not be required if you are legally separated or you have been abandoned (within the meaning of local law) and you have a court order to such effect.

The spousal consent must specifically designate the beneficiary or otherwise expressly permit designation of the beneficiary by you without any further consent by your spouse. If a designated beneficiary dies, unless the express right to designate a new one has been consented to, a new consent is necessary. A consent to an alternative form of benefit must either specify a specific form or expressly permit designation by you without further consent. A consent is only valid so long as your spouse at the time of your death, or earlier benefit commencement, is the same person as the one who signed the consent.

If a QDRO establishes the rights of another person to your benefits under this Plan, then payments will be made according to that order. A QDRO may preempt the usual requirements that your spouse be considered your primary beneficiary for a portion of the accumulation.

1.19 Who qualifies as a spouse?

Under the Plan your spouse is the person to whom you are legally married, and will be determined in accordance with applicable Treasury Department Regulations or other guidance of general application.

If you are unmarried you may designate your domestic partner as your beneficiary under the Plan. You may change such designation at any time without your domestic partner's consent.

1.20 When may I begin receiving benefits from the Plan?

Generally, your benefits will be payable when you terminate employment with the Institution. However, once you reach age 59½, you can take withdrawals from the Plan even when you remain employed by the Institution. You may also be able to withdraw your contributions earlier if you encounter financial hardship (See Question 1.23), in certain other situations as described in Question 1.24 or you may be able to take a loan from your account (See Question 1.25)

To begin receiving payments you must make an election or request a withdrawal on the appropriate form in accordance with the procedures adopted by the Administrator.

1.21 May I defer receipt of my benefits?

You may generally defer receipt of your benefits even after you reach normal retirement age under the Plan (age 65) or terminate employment. However, even if you choose to defer payment, retirement benefits must normally begin no later than April 1 of the calendar year following the year in which you attain age 70 ½ (age 73 if you attain age 72 on or after January 1, 2023 and before January 1, 2033, and age 75 for any participant who attains age 74 on or after January 1, 2033) or, if later, April 1 following the calendar year in which you retire. Failure to begin receiving benefits by this required beginning date may subject you to a substantial federal tax penalty.

The payment of benefits according to the above rule is extremely important. Effective for plan years commencing on or after January 1, 2023, federal tax law imposes a 25 percent excise tax on the difference between the amount of benefits required by law to be distributed and the amount actually distributed if it is less than the required minimum amount. The excise tax rate may be reduced to ten percent if the error is corrected within a two-year correction window. ***For this reason it is very important to keep your address up-to-date, even after you terminate employment. To update your address during your employment,***

contact the Administrator. To update your address after termination of employment, contact Fidelity Investments at 1-800-343-0860 or TIAA-CREF at 1-800-842-2776 for pre-2011 contributions.

If a waiver is available for a required minimum distribution for an applicable year, you must affirmatively elect to waive such distribution. Otherwise, you will receive the required minimum distribution.

For taxable years after December 31, 2023, you will not be required to receive a required minimum distribution of Roth Elective Deferrals from your Roth Elective Deferral Account under the Plan.

1.22 May I take a withdrawal from the Plan while still employed by Cold Spring Harbor Laboratory?

While you are employed by the Institution you generally may only withdraw contributions when you attain age 59½. However, you may be able to withdraw your contributions (but not earnings) earlier if you encounter financial hardship (see Question 1.23) and in certain special circumstances as described in Question 1.24. Please keep in mind that, under current tax law, withdrawals received before you are age 59½ are generally subject to a 10 percent penalty tax, in addition to ordinary income tax. You may also take a loan from your account (see Question 1.25).

1.23 May I receive a cash withdrawal while still employed if I incur a hardship?

Yes. If you incur a hardship before you terminate employment you may receive a lump-sum cash payment from amounts you invested with Fidelity, subject to certain restrictions. Most hardship distributions are taxed at your regular income tax rate plus a 10% penalty tax.

Hardship distributions will be permitted only if you incur an immediate and heavy financial need and the distribution is deemed necessary to meet the financial need. To be considered for a hardship distribution, you'll need to complete a form, which may include certain representations, and if requested, supply supporting documentation required by Fidelity. Earnings credited on or after January 1, 1989 will be available for hardship distributions only to the extent permitted by the Code, and starting June 18, 2024, earned income will be available for hardship distributions. Hardship refers to any of the following needs:

- unreimbursed medical expenses incurred by you, your spouse, your dependents (including your child from a prior marriage if you and your former spouse together provide over half your child's support), or your Primary Beneficiary, but excluding expenses of a type that are not tax-deductible, such as for cosmetic surgery;
- costs directly related to the purchase of your principal residence (but not mortgage payments);

- payment of tuition and related educational fees (including room and board but not books) for up to the next 12 months of post-secondary education for you or your spouse, children, dependents, or Primary Beneficiary;
- to prevent eviction from your principal residence, or a mortgage foreclosure on your principal residence;
- funeral or burial expenses for your parents, spouse, dependents or Primary Beneficiary;
- to pay for repairs to your principal residence if the expense would qualify for a casualty loss deduction on your tax return;
- effective, January 1, 2020, expenses and losses (including loss of income) you incur due to a disaster declared by the Federal Emergency Management Agency (FEMA) as long as your principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA as eligible for individual assistance as a result of the disaster; or
- effective, January 1, 2020, other similar extraordinary events as determined by the Commissioner of the Internal Revenue Service in published rulings, notices and other documents of general applicability.

For purposes of a hardship distribution, a “Primary Beneficiary” is an individual who is named as a beneficiary under the Plan and has an unconditional right, upon your death, to all or a portion of your account.

If you took a hardship distribution prior to January 1, 2019, all employee contributions to any plan maintained by the Institution will be suspended for 6 months after you receive such distribution. This suspension does not apply for hardship distributions on or after January 1, 2019. Hardship distributions are not eligible rollover distributions. As with any withdrawal, you should consult with your tax advisor since there are possible tax consequences. Effective January 1, 2011, no hardship distributions may be made from any Teachers Insurance and Annuity Association (TIAA) or College Retirement Equities Fund (CREF) funding vehicles.

If you took a coronavirus related distribution under the CARES Act, a disaster-related distribution, a distribution for emergency personal expenses, or a qualified birth or adoption distribution, you may re-contribute all or a portion of that distribution at any time during the three years that follow the distribution.

1.24 Are any other in-service distributions permitted from the Plan?

Yes. To the extent permitted under and subject to the terms of the applicable Funding Vehicle, you may qualify for one or more of the following penalty-free

withdrawal options from amounts you invested with Fidelity (not from any amounts invested with respect to any TIAA or CREF Funding Vehicles). The distribution will be subject to regular income tax which may be reclaimed / refunded if the distribution is recontributed to the Plan within the permitted period under applicable Treasury regulations and guidance, typically three years from the time the distribution is taken.

- “Qualified disaster recovery distribution” of up to \$22,000 for expenses or losses due to federally declared disasters occurring on or after June 1, 2023 if your principle place of abode is in an area declared a disaster by the federal government and you take the distribution within 180 days of the qualified disaster.
- Commencing September 1, 2024, you may be eligible to take a distribution for unforeseeable or immediate financial needs relating to personal or family emergency expenses (“Emergency Personal Expenses”), up to the lesser of \$1,000, or your vested benefit exceeding \$1,000.
- Commencing May 10, 2024, you may be eligible to take a distribution for expenses due to the birth or legal adoption of a child of up to \$5,000 which must be taken within one year of your child’s birth or legal adoption date.

For the period from January 1, 2020 to December 30, 2020, certain individuals were eligible to withdraw one or more “coronavirus-related distributions” under Section 2202 of the Coronavirus, Aid, Relief and Economic Security Act.

1.25 May I take a loan from the Plan?

Yes. However, as of January 1, 2011, no new loans may be made from any TIAA or CREF funding vehicle. Only money held at Fidelity will be eligible for a loan. Specific loan provisions are described below.

How much you can borrow from your account. Generally, the minimum loan amount is \$1,000, and the maximum loan amount is \$50,000. The maximum amount you can borrow may be less, however, depending on two factors: 1) the amount of your accumulation in the Plan, and 2) whether you had any other outstanding loans from any of the Institution’s plans during the last year.

If you have not had a Plan loan in the previous year, your maximum loan cannot be greater than one-half of your vested account balance or \$50,000. Your entire account balance, including the money at TIAA-CREF, will be considered in determining the 50% maximum. If you have had another loan, the \$50,000 maximum will be reduced by the highest outstanding loan balance in the 12 month period prior to the new loan.

Maximum Number of Loans. As of January 1, 2011, the maximum number of loans that may be outstanding at any time is two. However, loans outstanding as of December 31, 2010 will not be taken into consideration in determining this maximum number.

Loan Procedures: Please contact your Administrator to review a copy of the current loan policy which includes information about the application process, describes repayment requirements, outlines how to secure your loan, contains the current interest rate and informs you about the risk of default.

To apply for a loan or for more information. To apply for a loan or to get answers to any questions you may have about loans, contact Fidelity at 1-800-343-0860.

Repayment. Loans must be repaid in substantially equal installment payments, at least quarterly, over a period not to exceed the maximum period permitted under the Code.

Default. The loan will be secured by your Plan account. If you default on your loan by failing to make the required payments any unpaid balance will convert into a taxable distribution (which may be subject to an additional 10% penalty tax if you are under age 59½).

1.26 May I roll over my accumulations to another plan or IRA?

If you're entitled to receive a distribution from your contract which is an eligible "rollover distribution," you may roll over all or a portion of it, either directly or within 60 days after receipt (except for instances where the IRC requires a longer period),¹ into another Section 403(b) retirement plan, a plan described in Sections 401(a) or 403(a), a Section 457(b) plan run by a state, state agency, or political subdivision of a state or state agency which agrees to separately account for amounts transferred from the Plan, or into an IRA or annuity described in Sections 408(a) or 408(b) or into a Roth IRA. Your surviving spouse may also do a rollover into any such eligible retirement plan, and your non-spouse beneficiary will be able to roll over to an IRA. An eligible rollover distribution, in general, is any cash distribution other than an annuity payment, a minimum distribution payment or a payment which is part of a fixed period payment over ten or more years. Any distribution that is reasonably expected to total less than \$200 during a year is not considered an eligible rollover distribution. The distribution will be subject to a 20 percent federal withholding tax unless it's rolled over directly into another retirement plan or into an IRA. This process is called a "direct" rollover.

¹ The IRS may waive the 60-day rollover period requirement if the failure to rollover within 60 days was the result of extreme circumstance (e.g., casualty, disaster, or other events beyond the reasonable control of the individual).

If you have the distribution paid to you, then 20 percent of the distribution must be withheld even if you intend to roll over the money into another retirement plan or into an IRA within 60 days. To avoid withholding, instruct the fund sponsor to directly roll over the money for you.

Starting January 3, 2023, you may rollover contributions from your Roth Elective Deferral account to a Roth IRA.

1.27 May I roll over distributions from another retirement plan or IRA into this Plan?

Yes. The Plan accepts participant rollover contributions and direct rollover distributions which are eligible for rollover treatment, from another Section 403(b) plan, a plan described in Section 401(a) or 403(a), an eligible Section 457(b) plan which is maintained by a state, political subdivision of a state, or a state agency, or an individual retirement account or annuity described in Section 408(a) or 408(b).

Starting January 3, 2023, you may rollover eligible contributions to your Roth Elective Deferral account from another eligible Roth Elective Deferral account so long as it is a direct rollover.

The vendor will establish and maintain, on your behalf, a separate account for any rollover contributions paid to the Plan.

1.28 May my Plan benefit be assigned?

For the protection of your interests and those of your dependents, your benefit under the Plan cannot be assigned to anyone. Your benefit is not subject to garnishment or attachment, except as permitted by law.

Nevertheless, the Plan must comply with any qualified domestic relations order (QDRO) directing payment of Plan benefits to your present or former spouse or child, in connection with a divorce or similar proceeding, or for child support payments. By law, a qualified domestic relations order must meet specific requirements.

Attorneys for parties to a divorce or similar proceeding who wish to affect your interest in the Plan should contact the authorized delagee, Fidelity QDRO Center, to make certain that the appropriate documents are filed and that the court order in question is actually a QDRO that complies with governing legislation and applicable Plan provisions. The Fidelity QDRO Center may be accessed by going to <https://qdro.fidelity.com>. A copy of the Plan procedures for determining whether a court-ordered assignment of your rights under the Plan to a spouse (or child or similar dependent) is a “qualified domestic relations order” may be obtained, without charge, from your Administrator or from the Fidelity QDRO Center. QDRO procedures pertaining to TIAA-CREF annuity contracts or certificates may be obtained from TIAA-CREF at 1-800-842-2273.

Part II: Information About The Funding Vehicles

2.1 What Funding Vehicles are available under the Plan?

Your elective deferrals are invested in one or more funding vehicles made available under the Plan. The Retirement Plan Investment Committee or its delegee will designate the vendors, funding vehicles, accounts and investment funds available for your contributions. The Administrator has maintained a list of all Vendors and or Funding Vehicles available under the Plan in an appendix to the Plan.

Prior to January 1, 2011, the vendors and funding vehicles designated for contributions were TIAA and CREF. For contributions, transfers and investment elections made on or after January 1, 2011, the Plan's vendor is Fidelity Investments. You may no longer make contributions or transfer amounts to TIAA-CREF funding vehicles.

You received a list of the current investment options offered by Fidelity, as well as a listing of the available funding vehicles designated by TIAA-CREF for deferrals made prior to January 1, 2011. If you would like another copy of the available options, please contact Human Resources at 516-367-5226 or login to your account at Fidelity at www.fidelity.com/atwork and/or TIAA-CREF at www.tiaa-cref.org. The Institution's current selection of fund sponsors and funding vehicles is not intended to limit future additions or deletions of fund sponsors and funding vehicles. You will be notified of any additions or deletions if and when such changes are made.

2.2 What happens to my money invested with TIAA-CREF after January 1, 2011?

While the Institution has designated Fidelity as the recordkeeper for the Plan for all new contributions made on or after January 1, 2011, the Institution cannot transfer the amounts invested with TIAA-CREF to Fidelity without your consent. Any money you leave invested with TIAA-CREF will remain subject to the terms and conditions of the individual contracts offered under those funding vehicles. The new investment options, available through Fidelity, offer a selection of mutual funds intended to provide a diverse menu of investment choices. Contributions made prior to January 1, 2011 and invested in TIAA-CREF funding vehicles may be transferred by you to these new investment options. A change in investment direction will take effect as soon as administratively practicable after you make such a change. If you are interested in making such a transfer, please contact the Benefits Office at 516-367-5226 or call TIAA-CREF at 1-800-842-2776.

2.3 May I transfer my accumulations among investment options recordkept by Fidelity?

Subject to a particular funding vehicle's rules for transfers, you may move funds accumulated under the Plan among the various approved funding vehicles for which Fidelity is recordkeeper. In order to make investment changes please sign onto Fidelity at www.fidelity.com/atwork or call Fidelity at 1-800-343-0860.

You may also transfer funds from the Cold Spring Harbor Laboratory Frozen 403(b) Plan to this Plan on or after January 1, 2011. However, no amounts may be transferred to TIAA-CREF funding vehicles on or after January 1, 2011. As discussed in Question 2.2, the Institution now offers a diverse selection of mutual funds through Fidelity. If you wish to transfer the amounts currently held in TIAA-CREF accounts with Fidelity, please contact the Administrator or call TIAA-CREF at 1-800-842-2776 or Fidelity at 1-800-343-0860.

2.4 May I transfer my TIAA-CREF accumulations among TIAA-CREF funding vehicles?

While you may not transfer funds from Fidelity to TIAA-CREF, you may generally transfer your existing TIAA-CREF accumulations among the TIAA Traditional Annuity, the TIAA Real Estate Account, the CREF Accounts and the TIAA-CREF mutual funds. Total transfers of your accumulation may be made at any time. Partial transfers may be made at any time as long as at least \$1,000 (or 100% of your accumulation if the amount is less than \$1000) is transferred each time. There's no charge for transferring accumulations in the TIAA-CREF system.

You may complete transfers within the TIAA-CREF system either by phone or at www.tiaa-cref.org online. CREF and TIAA Real Estate Account transfers, as well as premium allocation changes, will be effective as of the close of the New York Stock Exchange (usually 4:00 p.m. Eastern time) on the day the instructions are received by TIAA-CREF, unless you choose the last day of the current month or any future month. Instructions received after the close of the New York Stock Exchange are effective as of the close of the Stock Exchange on the next business day. The toll-free number to reach the ATS is 1 800 842-2252.

2.5 What information do I regularly receive about my account?

You will receive quarterly statements reflecting your account from Fidelity Investments, the Plan's current vendor. You may also contact Human Resources or Fidelity at 1-800-343-0860 or www.fidelity.com/atwork and request additional information about your account at any time.

If you have amounts which remain invested in TIAA-CREF funding vehicles you will receive a Quarterly Confirmation of Transactions. This report shows the accumulation totals, a summary of transactions made during the period, TIAA interest credited, and the number and value of TIAA Real Estate Account and CREF account accumulation units and mutual fund account balances. You also

may receive Premium Adjustment Notices. These notices summarize any adjustments made to your annuities and are sent at the time the adjustments are processed. Once a year, you'll receive the TIAA-CREF Annual Report. The Annual Report summarizes the year's activity including details on TIAA and CREF investments, earnings, and investment performance.

Part III: Additional Information

3.1 How is the Plan administered?

The Employee Benefits Committee has been designated the Administrator by Cold Spring Harbor Laboratory. The Administrator is responsible for enrolling participants, forwarding Plan contributions for each participant to the Fund Sponsors selected, and performing other duties required for operating the Plan. The Committee has designated the Vice President, Chief Human Resources Officer to be responsible for most matters of Plan operation.

3.2 May the terms of the Plan be changed or the Plan terminated?

While it's expected that the Plan will continue indefinitely, the Institution reserves the right to amend, modify or discontinue the Plan at any time.

3.3 How do I get more information about the Plan?

Requests for information about the Plan and its terms, conditions and interpretations including eligibility, participation, contributions, or other aspects of operating the Plan should be in writing and directed to:

Vice President, Chief Human Resources Officer
Cold Spring Harbor Laboratory
P.O. Box 100
Cold Spring Harbor, NY 11724-2201

Copies of the Plan document and Summary Plan Description are also available on the Institution's Web site <http://intranet.cshl.edu/>.

3.4 What is the Plan's claims procedure?

The following rules describe the claims procedure under the Plan:

Filing a claim for benefits: If you believe you have not received a benefit to which you are entitled, you may submit a claim for benefits in writing to the Vice President, Chief Human Resources Officer, Cold Spring Harbor Laboratory, P.O. Box 100, Cold Spring Harbor, NY 11724-2201.

Processing the claim: The Administrator will process the claim within 90 days after the Administrator receives the claim. If the Administrator determines that an extension of time for processing is required, written notice will be given to you before the end of the initial 90-day period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render its final decision. The extension period will not exceed a period of 90 days from the end of the initial 90-day period.

Denial of claim: If a claim is wholly or partially denied, the Administrator will notify you within 90 days following receipt of your claim (or 180 days in the case of an extension for special circumstances). The notification will state the specific reason or reasons for the denial, specific references to Plan provisions on which the denial is based, a description of any additional material or information necessary to perfect the claim, and appropriate information about the steps to be taken if you wish to submit the claim for review.

Review procedure: You or your duly authorized representative has at least 60 days after receipt of a claim denial to appeal the denied claim to the person or persons designated by the Institution to consider appeals. Your request for review should be addressed to the Vice President, Chief Human Resources Officer. As part of the appeal you may:

- Review all plan documents and other documents and records relevant to your claim;
- Submit additional information and written comments; and
- Argue against the denial in writing.

Decision on review: The Plan will conduct the review and decide the appeal within 60 days after the request for review is made. If the Administrator determines that special circumstances require an extension of time for processing, you will be furnished with written notice of the extension, which can be no later than 120 days after receipt of a request for review. The decision on review will include specific reasons for the decision as well as specific references to the Plan provisions on which the decision is based. All interpretations, determinations, and decisions of the Administrator with respect to any claim will be made in its sole discretion.

If your appeal is denied, in whole or in part you have a right to file suit in court. You must complete all the above stages of review before you may sue for benefits in court.

3.5 What are my rights under the law?

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

Receive Information about your Plan and Benefits

1. Examine, without charge, at the Administrator's office all documents governing the operation of the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500) filed by the Plan with the

U.S. Department of Labor, and available at the Public Disclosure Room of the Employee Benefits Security Administration.

2. Obtain, upon written request to the Administrator, copies of all documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Administrator may make a reasonable charge for the copies.
3. Receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish you with a summary of this annual report.
4. Obtain a statement telling whether you have a right to receive a pension at normal retirement age and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have the right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. 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 operating the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforcing Your Rights

If your claim for a pension benefit is denied 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 and the latest annual report from the Plan and don't receive them within 30 days, you may file a suit in a Federal Court. In such a case, the court may require the 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 Administrator. If you have a claim for benefits that 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 Administrator's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court.

If the Plan fiduciaries misuse the Plan's money, or if you're 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 your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Employee Benefits Security Administration, 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.

3.6 Is the Plan insured by the Pension Benefit Guaranty Corporation (PBGC)?

No. Since the Plan is a defined contribution plan, it isn't insured by the PBGC. The PBGC is the government agency that guarantees certain types of benefits under covered plans.

3.7 Who is the agent for service of legal process?

The agent for service of legal process is: Vice President, Chief Human Resources Officer, Cold Spring Harbor Laboratory, One Bungtown Road, Cold Spring Harbor, NY 11724-2201. In addition, service of legal process may be made upon a Plan trustee or the Administrator.

3.8 What if I have questions about the Plan?

If, after reading this booklet, you have any further questions about the Plan, you should write or telephone the Employee Benefits Committee. Inquiries to the Committee may be made through the Benefits Office at 516-367-8499 or 516-367-5226.