

PART VI

RETIREMENT PLAN

The Retirement Plan provides participants with income at retirement. The Retirement Plan is provided at no cost to participants.

WHO IS ELIGIBLE FOR THE RETIREMENT PLAN?

Active Employees

Each employee of Brookhaven Science Associates, LLC who was a participant in the AUI Retirement Plan on February 28, 1998 will become a participant in this plan on March 1, 1998.

In addition, all employees who work at least 1,000 hours per year are eligible for the Retirement Plan. If you are eligible to participate and were hired before January 1, 2001, coverage will be effective as of the earlier of (a) age 21 and the completion of 2 years of Continuous Service or (b) age 30 and the completion of 3 months of Continuous Service. If you were hired on or after January 1, 2001, your coverage will be effective when you attain age 21 and complete 2 years of Continuous Service. Employees who work on a part-time, temporary or irregular basis must complete 1,000 hours of service each year to be credited with a year of service.

Service shall include Continuous Service, if any, with Associated Universities, Inc., Battelle Memorial Institute, 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. Individuals with guest or visitor appointments, research associates, research fellows and student assistants are not eligible to participate.

ENROLLMENT

Eligible employees must enroll for the Retirement Plan when first eligible. To enroll, you must complete enrollment forms that are available through the Human Resources Division. By completing the forms, you will authorize the funds in which Retirement Plan contributions will be invested.

RETIREMENT PLAN COVERAGE

Benefits Provided

An amount equal to 10% of a participant's Base Salary will be contributed to this plan. Federal laws and regulations may limit contributions to this plan. For example, during 2004, no more than \$205,000 of a participant's Base Salary may be used for determining contributions to the plan during the calendar year.

In addition, for each former employee of Brookhaven National Laboratory who was a participant in the AUI Retirement Plan on February 28, 1998, the participant's 401(a) accumulation in that plan was transferred to this plan as of March 1, 1998 or as soon as was practicable.

Participants are not required or allowed to contribute to this plan.

Plan Investments

There are numerous approved funds in which a participant can allocate the investment of contributions. These funds are through TIAA-CREF, Fidelity Investment Services, and the Vanguard Group. The funds available for investment are indicated at the end of the Retirement Plan section.

Allocating Contributions

When a participant first enrolls in the plan, he or she will complete a form indicating how to allocate plan contributions. The allocation can be changed at any time. If a participant wants to change the allocation within an investment company, he or she must contact the investment company directly. If the participant wants to change investment companies or the allocation between companies, he or she must complete an allocation form available in the Human Resources Division.

Designating a Beneficiary

When a participant enrolls in the plan, he or she will indicate one or more beneficiaries on the enrollment forms. For married participants, the spouse must be the beneficiary for at least 50% of the accumulation unless the spouse consents to the designation of someone else. In the event of a participant's death, retirement benefits will be paid to the designated beneficiary(ies). A beneficiary designation may be changed at any time, prior to beginning retirement benefits, by contacting the Human Resources Division or the investment companies directly.

Transferring Between Funds

Participants are permitted to transfer accumulations between funds and investment companies. To transfer accumulations within an investment company, the participant must contact the investment company directly. To transfer accumulations from one investment company to another, forms are available in the Human Resources Division.

Limitations apply when transferring accumulations out of TIAA. Transfers can only be made over a ten-year period, where the amount to be transferred must first be moved to a TIAA transfer payout annuity.

Rollover Contributions

This plan does not accept rollover contributions.

Vesting

Vesting is the process by which a participant earns the right to the value of the contributions in his or her account. Under the Retirement Plan, participants are immediately vested in the plan benefits.

Loans

Loans are not permitted nor provided for under this plan.

Withdrawals

Withdrawals are not permitted from this plan while a participant is eligible for contributions to be made to his or her account. See the RETIREMENT OPTIONS and REPURCHASE OF BENEFITS sections for information on withdrawals and the receipt of retirement income after termination of employment or ineligibility for contributions.

Statements

Participants will receive quarterly account statements from each of the investment companies in which they have invested plan contributions. The statements will indicate the amount of accumulations in each of the funds in which the participant has invested.

RETIREMENT OPTIONS

If a participant has terminated employment or is no longer eligible for plan contributions, he or she may begin receiving retirement benefits. Participants have the benefit options indicated below for the payment of benefits. Payment of retirement benefits, other than the Cash Withdrawal option, must be made through TIAA-CREF. This means that in order to establish the payment of benefits other than through the Cash Withdrawal option, the participant must transfer accumulations, if any, in Fidelity Investment Services, and the Vanguard Group to TIAA-CREF before benefit payments can begin. Other than for the purpose of the Cash Withdrawal and Retirement Transition Benefit options indicated below, retirement benefits will be provided in the form of an annuity. An annuity, for the purpose of this plan, is a series of regular payments.

To apply for benefits, contact TIAA-CREF at (800) 842-2776, Fidelity Investment Services at (800) 343-0860, and/or the Vanguard Group at (800) 523-1188.

Cash Withdrawal

If a participant has terminated employment and is age 55 or older, he or she may request to receive up to 100% of his or her total accumulation in the Retirement Plan through cash withdrawals. Cash withdrawals are permitted from TIAA, however, limitations apply. Based on federal law, married participants who request a cash withdrawal must provide their spouse's written consent for such withdrawal.

Retirement Transition Benefit

When a participant begins the process to establish a retirement annuity, he or she may request that 10% of his or her total accumulation be provided as a single sum payment. This is called a retirement transition benefit. Based on federal law, married participants who request a retirement transition benefit must provide their spouse's written consent for such benefit.

One-Life Annuity Option

The most basic annuity form is the one-life annuity. It pays income to the participant for his or her lifetime, and the income ceases at death. A participant may elect a guaranteed period of either 10, 15, or 20 years to be added to this option, but restrictions may apply. If the participant dies during the period, the designated beneficiary will continue to receive the full payments until the guaranteed period ends. Based on Federal law, married participants who request a one-life annuity option must provide their spouse's written consent for such benefit.

Two-Life Annuity Option

A two-life annuity provides an income for life for two people. Neither the participant nor his or her designated second annuitant can outlive the income. The amount continuing to the survivor after the participant's death depends on the option selected. A participant may elect a guaranteed period of either 10, 15, or 20 years to be added to any of the two-life annuity options indicated below, but restrictions may apply. When a guaranteed period is added to a two-life annuity, the guarantee provides that the benefit will continue to a designated beneficiary until the end of such period if both the participant and the second annuitant die within the guaranteed period. Based on federal law, married participants who request a two-life annuity option must provide their spouse's written consent for such benefit, if the designated second annuitant is not the spouse.

A **two-life annuity with full benefit to survivor** means that there is no benefit reduction after the death of either the participant or the second annuitant. If a guaranteed period is added to this option and both the participant and the second annuitant die during the period, the designated beneficiary will continue to receive the full benefit until the guaranteed period ends.

A **two-life annuity with half benefit to second annuitant** means that if the participant dies first, the benefit to the second annuitant will continue at half of the amount it would otherwise be. If the second annuitant dies first, the income to the participant does not change. If a guaranteed period is added to this option and both the participant and the second annuitant die during the period, the designated beneficiary will receive half of the benefit until the guaranteed period ends.

A **two-life annuity with two-thirds benefit to survivor** means that when either the participant or the second annuitant dies, the benefit is reduced to two-thirds of the amount it would otherwise be for the survivor. This is the only option where the benefit of the participant reduces if the second annuitant dies first. If a guaranteed period is added to this option and both the participant and the second annuitant die during the period, the designated beneficiary will receive the two-thirds benefit until the guaranteed period ends.

Fixed Period Annuity Option

For any accumulation that a participant has in CREF, he or she may elect the fixed period annuity option that provides retirement benefits over a number of years based on the participant's election. The number of years available for benefits is between 15 and 30 and depends on the participant's age. During that period, all of the participant's accumulation will be returned to him or her. When the fixed period is over, benefits cease. If a participant dies during the period, the designated beneficiary may elect to continue receiving

the remainder of the benefit payments or a lump sum payment. Based on Federal law, married participants who request a fixed period annuity option must provide their spouse's written consent for such benefit.

Interest Payment Retirement Option (IPRO)

For any accumulation that a participant has in TIAA, he or she may elect the IPRO that provides for payments consisting only of current interest on the TIAA accumulation. The minimum amount that may be designated for an IPRO is \$10,000. The accumulation remains unchanged during the period that the IPRO income is provided. This option is available to participants between ages 55 and approximately 69 1/2. If a participant begins receiving benefits under this option before age 59 1/2, federal early distribution penalties may apply. If a participant elects this option, it must eventually be converted to an annuity or MDO. Based on federal law, married participants who request an IPRO option must provide their spouse's written consent for such benefit.

Minimum Distribution Option

For participants who have terminated employment, have not yet begun receiving retirement benefits, and who are age 70 1/2, Federal laws require that a minimum retirement distribution must begin by April 1 of the year after reaching age 70 1/2. Under this option, payments are set at the minimum level required by law and can continue until (a) the total accumulation has been fully paid out to the participant or if he or she dies before payments are completed, to a designated beneficiary or (b) such time that the participant decides to begin an annuity payment option.

REPURCHASE OF BENEFITS

Participants who have terminated employment before the fifth anniversary of becoming a participant will receive the balance of their total accumulation (if less than \$5,000) in a lump sum payment. A lump sum payment from TIAA-CREF will be based on the terms of such annuity contract.

If a participant repurchases benefits before age 59 1/2, Federal early distribution penalties may apply. Based on Federal law, married participants who request a repurchase of benefits option must provide their spouse's written consent for such benefit.

PRE-RETIREMENT DEATH BENEFITS

If a participant dies before establishing an annuity option, the value of his or her total accumulation will be paid to the designated beneficiary. The beneficiary may elect to receive either a lump sum payment or one of the annuity options indicated above. The participant's spouse is automatically the beneficiary for 50% of the total accumulation unless the spouse has consented to a waiver of such benefit. The pre-retirement death benefit may be waived by the spouse beginning on the first day of the plan year during which the participant attains age 35 and ending on the earlier of (a) the date of the participant's death or (b) the date annuity benefits begin. A waiver may be revoked at any time during that period. A waiver is not available for participant's under age 35, unless the participant terminates employment.

PHONE NUMBERS

TIAA-CREF	(800) 842-2776
Fidelity Investment Services	(800) 343-0860
The Vanguard Group	(800) 523-1188

QUESTIONS ABOUT THE PLAN

Questions about the Retirement Plan may be directed to the Human Resources Division or the investment companies directly.

MISCELLANEOUS

Base Salary

Base Salary is the participant's base salary that is reflected on the participant's W-2 statement, before exercise of any salary reduction option. Overtime payments, shift premiums, termination payments, severance pay, and any other forms of compensation are not included in Base Salary. For union employees, Base Salary is based on the terms of the union contract.

Continuous Service

Continuous Service means service from a participant's 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.

Discontinuation of Contributions

Contributions to a participant's accumulation will cease on the earlier of the date he or she terminates employment or is no longer eligible for coverage.

General Information

Information regarding the plan identification number, plan year, plan funding, type of plan, plan sponsor, plan administrator, agent for legal process, your rights under ERISA, prudent actions by plan fiduciaries, and modification, suspension, or termination of the plan can be found in the General Information section of this booklet.

Leave of Absence

Contributions will not be made to the Retirement Plan during an approved Leave of Absence. If, however, you return to work from an approved Leave of Absence for military duty, an amount equal to 10% of your Base Salary will be made for any period for which you would have been otherwise eligible for contributions had you not been on a Leave of Absence.

Non-Alienation of Benefits

Benefits under this plan may not be subject to alienation, encumbrance, the claims of creditors, or legal process. Benefits may not be transferred, assigned, or alienated. The plan will, however, comply with any judgment, decree, or order which established the rights of another person to all or a portion of a participant's benefits under this plan to the extent that it is a Qualified Domestic Relations Order under Internal Revenue Code section 414(p).

Participants Receiving Long Term Disability Benefits

Contributions, if any, for participants who qualify for Long Term Disability (LTD) Plan benefits will be based on the terms of the LTD Plan.

Plan Administrator

The plan administrator is the Manager, Benefits, and can be reached at (631) 344-2881.

Qualified Domestic Relations Order

Information on the administration of a Qualified Domestic Relations Order can be obtained at no charge from the Human Resources Division.

Rehired Employees

If a former employee is rehired, he or she is eligible to enroll in the plan as of the rehire date if he or she (a) is rehired as a regular employee (b) previously satisfied the plan's eligibility requirements and (c) is rehired within five years of his or her last date of participation in the plan. Otherwise, the former employee must meet the plan's eligibility requirements anew before contributions will be made.

Type of Plan

This plan is a money purchase plan.

Brookhaven Science Associates Funds Available for Investment

TIAA-CREF

TIAA Traditional Annuity
TIAA Real Estate Account
CREF Money Market Account
CREF Bond Market Account
CREF Inflation-Linked Bond Account
CREF Social Choice Account
CREF Equity Index Account
CREF Global Equities Account
CREF Growth Account
CREF Stock Account
TIAA-CREF Real Estate Securities
TIAA-CREF Growth & Income
TIAA-CREF S&P 500 Index
TIAA-CREF Social Choice Equity
TIAA-CREF Large-Cap Value
TIAA-CREF Mid-Cap Value
TIAA-CREF Mid-Cap Growth
TIAA-CREF Small-Cap Equity
TIAA-CREF International Equity

Fidelity Investment Services

Retirement Gov't Money Market Portfolio
Retirement Money Market Portfolio
Intermediate Bond Fund
Puritan Fund
Equity-Income Fund
Magellan Fund
Diversified International Fund
Overseas Fund
Freedom Income Fund
Freedom 2000 Fund
Freedom 2010 Fund
Freedom 2020 Fund
Freedom 2030 Fund
Freedom 2040 Fund

The Vanguard Group

Prime Money Market Fund
Federal Money Market Fund
Wellington Fund
Wellesley Income Fund
500 Index Fund
Windsor Fund
Explorer Fund
Total International Stock Index Fund
International Growth Fund