

The Retirement Plan provides participants with income at retirement. Your Retirement Plan account is credited with contributions your Employer makes on your behalf based on your pay. You direct the investment of your account. When you retire, you can receive the accumulated balance in your account in an annuity or in another optional form available under the Retirement Plan. Because the Retirement Plan is a “qualified” plan under the Internal Revenue Code, you don’t pay income taxes on your benefit until it is actually paid to you. **Please note that the Employer reserves the right to amend or terminate this Retirement Plan at any time and for any reason.**

WHO IS ELIGIBLE FOR THE RETIREMENT PLAN?

Active Employees

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

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

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

Ineligible Employees

The following individuals are not eligible to participate in the Retirement Plan:

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

- Any individuals hired on or after January 1, 1999 who are designated by the Employer as a research associate, research fellow or student assistant; or
- Any person designated by the Employer as an independent contractor or who performs services pursuant to a written agreement with a third party.

Re-employment

If you terminate employment after you have become a participant in the Retirement Plan and are re-employed before incurring a Five Year Break in Service, or if you had a vested interest in your Retirement Plan account when you left, you will be eligible to re-enter the Retirement Plan on the first pay period beginning after your re-employment. Otherwise, you must satisfy the eligibility requirements described on page 1.

ENROLLMENT

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

Choosing How Your Account is Invested

Beginning July 1, 2012, when BSA enrolls you in the Retirement Plan based on your participation date, your Retirement Plan contributions will be automatically invested in the TIAA-CREF Lifecycle Fund applicable to your date of birth. You are solely responsible for deciding how to allocate your contributions, and you may change your investment fund allocations or rebalance your investments at any time. You can access investment information and take charge of investing your account by logging on at TIAA at <http://www.tiaa-cref.org/bnl>, or you may reach TIAA by telephone at (800) 842-2776.

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

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

Each of the investment funds currently available under the Retirement Plan (with the exception of the TIAA Traditional Annuity) is required to issue a prospectus, and you should

receive and review the current prospectus before investing any part of your account in the fund. The prospectus will include a description of the fund, its management and investment philosophy, and certain risk factors involved in investing in the fund. The prospectus will also contain information about the prior investment performance and management expenses of the fund. Fund prospectuses and other investment information are available online.

The Plan Administrator is the “Section 404(c) fiduciary” responsible for making investment information available to you, so please contact the BSA Benefits Office if you need additional information.

Designating a Beneficiary

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

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

When Participation Ends

Your active participation in the Retirement Plan ends when you are no longer eligible because:

- Your employment is terminated;
- You are no longer in a class of employees who are eligible to participate;
- You retire; or
- You die.

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

RETIREMENT PLAN BENEFITS

Contributions to Your Account

If you are a participant and you were hired prior to January 1, 2011, the Employer will contribute an amount equal to 10% of your Base Salary to your account in the Retirement Plan. If you are a participant and you were hired on or after January 1, 2011, the Employer will contribute an amount equal to 9% of your Base Salary to your account. Part-Time and Temporary Employees must be credited with 1,000 Hours of Service during the Plan Year to receive this contribution. For employees who are members of the IBEW union, the SCSPA union or the OCAW union, the terms of the applicable collective bargaining agreement apply.

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

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

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

Because the Retirement Plan is an individual account plan, the benefits provided by the Plan are not insured by the Pension Benefit Guaranty Corporation.

Participants Receiving Long Term Disability Benefits

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

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

Investing Your Account

You are solely responsible for deciding how to invest your account, and you may change the allocation of your account investments at any time. You can get current information about the available investment options under the Retirement Plan, including information about performance history, investment and other expenses, and any restrictions on transfer, by accessing your TIAA account online at <http://www.tiaa-cref.org/bnl>, or you may reach TIAA by telephone at (800) 842-2776. If you want to change the allocation between investment funds,

you must contact TIAA directly. If you fail to direct the investment of your account, your contributions will be invested in the TIAA-CREF Lifecycle Fund applicable to your date of birth.

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

Vesting

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

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

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

Effect of Termination and Re-employment

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

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

Statement

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

RETIREMENT AND DISTRIBUTION OPTIONS

Since the Retirement Plan is intended to provide income to you and your spouse during retirement, loans and withdrawals are not permitted from the Retirement Plan while you are an employee.

If you have terminated employment, you may be eligible to begin receiving retirement benefits and may choose from among a number of distribution options. Contact TIAA directly to discuss your rollover and/or distribution options.

You may begin receiving your benefits immediately after you terminate employment with Brookhaven, or you may defer receiving your benefit until you reach your desired retirement age. You continue to manage your account accumulation until it is paid to you or applied to purchase an annuity with TIAA. Under the Internal Revenue Code, you must begin receiving your benefit no later than April 1 of the calendar year after the calendar year in which you attain age 70½. If you do not apply for and begin receiving your retirement benefit by that required beginning date, a penalty tax may apply to you. See page 9 for a discussion of how your benefit is taxed when you receive it.

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

Normal Annuity Form of Distribution

If you terminate employment with the Employer when your account accumulation exceeds \$5,000, or after at least 5 years of participation, the normal form of distribution from the Retirement Plan is an annuity.

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

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

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

Electing a Different Form of Distribution - Spousal Consent

You may elect to waive the normal form of annuity payment and receive your benefit from the Retirement Plan in one of the optional forms described on page 7. If you are married at the

time your benefit begins, however, you can make this election only if your spouse consents to it. Your spouse's consent must be in writing on a form approved by the Plan Administrator and must be witnessed by a notary public or a Retirement Plan representative. Spousal consent will not be required if you are able to establish to the satisfaction of the Plan Administrator that your spouse cannot be located, or if you are legally separated or have been abandoned and you have a court order to that effect.

- **Cash Withdrawal or Rollover.** If you have terminated employment on or after age 55, you may request to receive up to 100% of your total accumulation in the Retirement Plan through cash withdrawals. Cash withdrawals are also permitted from the TIAA Traditional Annuity using the "Transfer Payout Annuity" option; however, payments under this option will be made over a period of nine years and one day. You may elect to have some or all of your cash withdrawal directly rolled over to an individual retirement account ("IRA") or another qualified retirement plan, including a Section 403(b) annuity or governmental Section 457 plan. To initiate a rollover distribution, contact the Trustee where your accounts are invested.
- **One-Life Annuity.** This annuity pays you a monthly benefit for the remainder of your lifetime, with no survivor benefit payable to anyone after your death. Since no death benefit is provided, this option provides the highest amount of guaranteed monthly income.
- **One-Life Annuity Option with a Guaranteed Period.** This annuity pays you a monthly benefit for the remainder of your lifetime, with a guaranteed period of either 10, 15 or 20 years, whichever you select, subject to Internal Revenue Service restrictions. If you die during the guaranteed period, your designated beneficiary will continue to receive the full payments until the guaranteed period ends.
- **Two-Life Annuity Option with a Spouse or Non-Spouse Annuity Partner.** A two-life annuity pays you a lifetime income, and if your annuity partner lives longer than you, he or she continues to receive an income for life. You elect how much of the monthly benefit payable during your lifetime - 100%, 75%, 66-2/3% or 50% - will continue to be paid after your death. All two-life annuities listed above are available with a 10, 15 or 20 year guaranteed period. This means that the benefit will continue to a designated beneficiary until the end of the guaranteed period even if both you and the second annuitant die within the guaranteed period.
- **Fixed Period Annuity Option.** For any vested accumulation that you have in CREF, you may elect the fixed period annuity option. This option provides your benefits in a fixed period of not less than 5 nor more than 30 years, as elected, and depends on your age. If you die before the fixed period has ended, your designated beneficiary may elect to continue receiving the payments or he or she may elect a lump sum payment.
- **Retirement Transition Benefit.** When you begin the process to establish a retirement annuity, you may request that 10% of your total accumulation be provided as a single sum payment. This is called a retirement transition benefit. You may elect to have some or all of this benefit directly rolled over to an IRA or another qualified retirement plan, including a Section 403(b) annuity or governmental Section 457 plan.

- **Interest Only Option.** This option is available to vested TIAA participants between ages 55 and 69½ with an account of at least \$10,000. The Interest Only Option allows you to receive some income, while preserving your accumulation. You receive monthly payments of current interest only. Your accumulation is not reduced while you are receiving interest payments. If you elect this option, you must eventually convert to an annuity or the Minimum Distribution Option.
- **Minimum Distribution Option (MDO).** This option is generally available in the year you attain age 70½ or retire, if later. The MDO enables participants to automatically comply with federal tax law distribution requirements. With the MDO, you will receive the minimum distribution that is required by federal tax law while preserving as much of your accumulation as possible. If you die before payments are completed, the payments will be made to your designated beneficiary.

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

Cashout of Small Benefits

Notwithstanding the above, if you terminate employment before the fifth anniversary of becoming a participant, and if the total value of your vested Retirement Plan accumulation account is less than \$5,000, you will receive your total accumulation in a lump sum payment. Spousal consent is not required for this lump sum payment. A lump sum payment from TIAA will be based on the terms of such annuity contract.

You may elect to have some or all of your cashout rolled over to an IRA or another qualified retirement plan, including a Section 403(b) annuity or governmental Section 457 plan. To initiate a cash-out or rollover distribution, contact the Trustee where your accounts are invested. If you take this cashout of benefits before age 55, Federal early distribution tax penalties may apply unless you roll over the benefit.

PRE-RETIREMENT DEATH BENEFITS

If you die before establishing an annuity option, the value of your vested accumulation will be paid to your designated beneficiary. Unless you have elected to designate a different person as your beneficiary, your surviving spouse will be your beneficiary. In order for you to designate a non-spouse beneficiary for 50% or more of your benefit, your spouse must consent to the designation of beneficiary in writing on a form approved by the Plan Administrator, and his or her consent must be witnessed by a Retirement Plan representative or notary public as described in “Designating a Beneficiary” on page 3. Your spouse may not waive the spouse’s pre-retirement survivor annuity with respect to more than 50% of your benefit prior to the earlier of your termination of employment or when you reach age 35.

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

Pre-retirement survivor benefits will begin as follows:

- Your spouse may elect to begin receiving the pre-retirement death benefit at any time after your death up to your required beginning date (April 1 of the calendar year after the calendar year in which you would have attained age 70½).
- A non-spouse beneficiary, who elects an annuity distribution, or installments made over a shorter period than the beneficiary's life expectancy, must begin receiving payments no later than December 31 of the calendar year following the calendar of your death. A lump sum distribution to a non-spouse beneficiary must be made no later than the end of the year which contains the fifth anniversary of your death.

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

TAXATION OF BENEFITS

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

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

10% Penalty for Distributions before 55. Cash distributions that are not rolled over are subject to a 10% additional income tax if they are received by the employee before early retirement at or after age 55. Distributions as a result of the death, disability, or termination of employment after attaining age 55 are not subject to the additional penalty tax. Also, amounts you rollover into a traditional IRA or another qualified plan, including a Section 403(b) annuity or governmental Section 457 plan, will not be taxed until they are later distributed to you.

QUESTIONS ABOUT THE RETIREMENT PLAN

Questions or concerns about the Retirement Plan may be directed to the BSA Benefits Office at (631) 344-7516 or TIAA at (800) 842-2776.

DEFINITIONS

Base Salary

Base Salary means your base salary, before exercise of any salary reduction option. If you are on military leave for active duty for a period of more than 30 days, your Base Salary includes differential wage payments made to you that represent all or a portion of the wages that you would have received if you were working for the Employer. Overtime payments, shift premiums, termination payments (including severance and accrued vacation), paid time off

(beginning on or after May 1, 2011, received under the vacation donation program), and any other forms of non-recurring compensation are not included in Base Salary. Base Salary over the annual limit set by the Internal Revenue Service each year is not counted for purposes of the Retirement Plan. For union employees, Base Salary may be different based on the terms of the union contract.

Break in Service and Five Year Break in Service

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

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

Continuous Service

Continuous Service means service from your most recent hire date. Service performed prior to a break in employment is not included in Continuous Service. Continuous Service will be reduced by periods on an approved leave of absence. Continuous Service includes Continuous Service if any, with Associated Universities, Inc., Battelle Memorial Institute (including, for employees hired on or after January 1, 2010, with Battelle-related entities, excluding Department of Energy Laboratories managed by Battelle), Research Foundation of the State University New York, or the State University of New York at Stony Brook immediately prior to a transfer of employment to Brookhaven Science Associates, LLC.

Hour of Service

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

Part-Time or Temporary Employee

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

Year of Service

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

A Year of Service includes continuous employment with Associated Universities, Inc., Battelle Memorial Institute (including, for employees hired on or after January 1, 2010, with Battelle-related entities, excluding Department of Energy Laboratories managed by Battelle), Research Foundation of the State University New York, or the State University of New York at Stony Brook immediately prior to a transfer of employment to Brookhaven Science Associates, LLC.

MISCELLANEOUS

Amendment or Termination of the Plan

Brookhaven Science Associates, LLC reserves the right to amend or terminate this Plan at any time and for any reason. If the Plan is terminated for any reason, the assets in the Plan will be used for the exclusive benefit of Plan participants and their beneficiaries. If you are affected by a termination of the Plan, you will become 100% vested in your account balances.

Military Service

If you take a leave of absence to serve in a branch of the United States armed forces and are re-employed under the Uniformed Services Employment and Re-employment Rights Act of 1994, your qualified military service may be considered service with the Employer, and you may be entitled to contributions for this period. If you are called to military service and believe you may be affected by this law, ask the BSA Benefits Office for further details.

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

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

Non-Alienation of Benefits and Qualified Domestic Relations Orders

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

GENERAL INFORMATION

Name of Plan:	Brookhaven Science Associates, LLC Retirement Plan
Type of Plan:	This plan is a money purchase defined contribution plan maintained for the purpose of providing retirement benefits.
Effective Date:	January 1, 2016
Name, address, and telephone number of the Plan Sponsor and Plan Administrator: The Plan Administrator has the exclusive right to interpret the Plan and to decide all matters arising under the Plan, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and the SPD issued in connection with the Plan. Benefits under the Plan shall be paid only if the Plan Administrator, or its delegate, in its sole discretion determines that a Participant is entitled thereto. The Plan Administrator has delegated the discretionary authority to make benefit determinations to the Third Party Administrator.	Brookhaven Science Associates, LLC Brookhaven National Laboratory PO Box 5000 Upton, NY 11973-5000 (631) 344-8000
Agent for Service of Legal Process:	General Counsel Brookhaven Science Associates, LLC Brookhaven National Laboratory PO Box 5000 Upton, NY 11973-5000
Plan Sponsor's federal tax identification number:	11-3403915
Plan Number:	001
Plan Year:	January - December
Type of Funding:	This plan is funded through trusts, individual contracts, and group contracts. See Trustees below.
Source of Funds:	The plan is funded by employer contributions that participants may invest in funds approved through TIAA.

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

YOUR RIGHTS UNDER ERISA

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

Receive Information About Your Plan and Benefits

- Examine without charge, at the Plan Administrator's office, all documents governing the plan, including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a benefit in the Retirement Plan and if so, what your benefits would be if you stop working now. If you do not have the right to a benefit, the statement will tell you how many more years you have to work to get the right to a benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

- In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plans. The people who operate your plan, called “fiduciaries” of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your right under ERISA.

Enforce Your Rights

- If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge and to appeal any denial, all within certain time schedules.
- Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan’s decision or lack thereof, concerning the qualified status of a domestic relations order or medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan’s money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds that your claim is frivolous.

Assistance With Your Questions

- If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

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

Funds Available For Investment*

January 1, 2016

Ticker Code	Fund	Type of Fund
	Annuity/Variable Annuity	
	TIAA Traditional Annuity	Guaranteed Annuity
	CREF Money Market Account R3 (Converted to a government type money market account by 10/14/16)	Government
	CREF Social Choice Account	Balanced
	CREF Stock Account	Equity
	CREF Growth Account	Equity
	TIAA Real Estate Account	Real Estate
	Mutual Funds	
VMFXX	Vanguard Federal Money Market Fund (Available on 7/1/16)	Government
VMRXX	Vanguard Prime Money Market Fund**** (Closed to future investments on 7/19/16)	Money Market
VIPIX	Vanguard Inflation Protected Securities Inst.	Fixed Income
VBTIX	Vanguard Total Bond Market Index Inst.	Fixed Income
PTTRX	PIMCO Total Return	Fixed Income
VWVAX	Vanguard Wellesley Income	Balanced
VWENX	Vanguard Wellington	Balanced
TIGRX	TIAA-CREF Growth & Income Institutional	Equity
BSFIX	Baron Small Cap	Equity
VTSNX	Vanguard Total Intl Stock Index Institutional	Equity
RERGX	American Funds EuroPacific Growth	Equity
CDDYX	Columbia Dividend Income Y	Equity
FLMVX	JPMorgan Mid Cap Value	Equity
WFDSX	Wells Fargo Advantage Discovery	Equity
GSSIX	Goldman Sachs Small Cap Value	Equity
VITSX	Vanguard Total Stock Market Index Inst.	Equity
TIREX	TIAA-CREF Real Estate Securities Institutional	Real Estate
	Lifecycle Funds	
TCTIX	TIAA-CREF Lifecycle 2010 Fund Institutional**	Multi-Asset
TCNIX	TIAA-CREF Lifecycle 2015 Fund Institutional**	Multi-Asset
TCWIX	TIAA-CREF Lifecycle 2020 Fund Institutional**	Multi-Asset
TCYIX	TIAA-CREF Lifecycle 2025 Fund Institutional**	Multi-Asset
TCRIX	TIAA-CREF Lifecycle 2030 Fund Institutional**	Multi-Asset
TCIIX	TIAA-CREF Lifecycle 2035 Fund Institutional**	Multi-Asset
TCOIX	TIAA-CREF Lifecycle 2040 Fund Institutional**	Multi-Asset
TTFIX	TIAA-CREF Lifecycle 2045 Fund Institutional**	Multi-Asset
TFTIX	TIAA-CREF Lifecycle 2050 Fund Institutional**	Multi-Asset
TTRIX	TIAA-CREF Lifecycle 2055 Fund Institutional**	Multi-Asset
TLXNX	TIAA-CREF Lifecycle 2060 Fund Institutional** (Available on 5/9/16)	Multi-Asset
	Self-Directed Brokerage Account***	
	Visit TIAA website at www.tiaa-cref.org/bnl or call TIAA at (800) 927-3059.	Mutual Funds Available

*TIAA is the recordkeeper for these investment funds. Effective 2/29/16, TIAA-CREF changed its name to TIAA. For information on each fund's performance, refer to the fund's prospectus. For information on the fees and expenses assessed on your account by each fund, refer to the Plan's fee disclosure materials available at www.tiaa-cref.org/bnl.

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

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

****Vanguard Prime Money Market Fund – Closed to future investments on 7/19/16. Any existing assets in this fund as of that date will be transferred to the replacement investment option: Vanguard Federal Money Market Fund.

Information Regarding the TIAA Traditional Annuity

The TIAA Traditional Annuity is designed for retirement income rather than short-term goals. The TIAA Traditional Annuity permits you to take cash withdrawals in installments, spread out over a period of 9 years and 1 day. While you are still an employee, you can use the cash withdrawals to transfer the accumulation to another investment vehicle, through a Transfer Payout Annuity. After you terminate employment you may roll over your accumulation into an IRA or another qualified plan that accepts rollover distributions.