

COLD SPRING HARBOR LABORATORY
Frozen 403(b) Plan

Summary Plan Description

This document provides each Participant with a description of the Institution's Frozen 403(b) Plan.

Table of Contents

	<u>Page</u>
Part I: Information About The Plan	1
1.1 What is the Cold Spring Harbor Laboratory Frozen 403(b) Plan?	1
1.2 How are my contributions invested?.....	1
1.3 Who is eligible to participate in the Plan?	2
1.4 When do I become eligible to participate in the Plan?	2
1.5 What contributions will be made?	2
1.6 Is there a limit on contributions?	2
1.7 When do my Plan contributions become vested (i.e., owned by me)?	2
1.8 When may I begin receiving benefits?.....	3
1.9 What options are available for receiving retirement income?	3
1.10 What are my spouse's rights under this Plan to survivor benefits?	4
1.11 May I receive benefits for a fixed-period after termination of employment?.....	6
1.12 May I receive a cash withdrawal from the Plan after termination of employment?.....	6
1.13 May I receive a cash withdrawal from the Plan while still employed by Cold Spring Harbor Laboratory?.....	6
1.14 May I take a loan from the Plan?	6
1.15 May I roll over my accumulations to another plan or IRA?.....	7
1.16 May I roll over distributions from another retirement plan or IRA into this Plan?	7
1.17 What if I die before starting to receive benefits?	7
1.18 How do I designate a beneficiary?.....	8
1.19 Who qualifies as a spouse?	8
1.20 May my plan benefit be assigned?.....	8
Part II: Information About The Fund Sponsors	9
2.1 What Fund Sponsors and Funding Vehicles are available under the Plan?.....	9
2.2 How do the retirement annuity contracts work?	10
2.3 How do I allocate my contributions?	10
2.4 May I transfer my accumulations to another retirement plan of the Institution?.....	11
2.5 May I transfer my accumulations among TIAA-CREF funding vehicles?	11
2.6 May I begin my retirement income at different times?.....	11
2.7 May I receive my retirement accumulations under different income options?	11
2.8 What information do I regularly receive about my account?	12
Part III: Additional Information.....	13
3.1 How is the Plan administered?.....	13
3.2 May the terms of the Plan be changed or the Plan terminated?.....	13
3.3 How do I get more information about the Plan?.....	13
3.4 What is the Plan's claims procedure?	13
3.5 What are my rights under the law?	14
3.6 Is the Plan insured by the Pension Benefit Guaranty Corporation (PBGC)?	16
3.7 Who is the agent for service of legal process?.....	16

3.8 What if I have questions about the Plan?16

This summary was prepared for the participants in the Cold Spring Harbor Frozen 403(b) Plan (the “Plan”) and describes the Plan as of June 23, 2020. 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 provided by 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: 001

Part I: Information About The Plan

1.1 What is the Cold Spring Harbor Laboratory Frozen 403(b) Plan?

The Cold Spring Harbor Laboratory Frozen 403(b) Plan is a defined contribution plan that was frozen by the Board of Trustees of Cold Spring Harbor Laboratory as of December 31, 1988. Therefore, no new contributions have been permitted or made to the Plan on or after 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 was contributed to the 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 were permitted to choose to invest the contributions in annuity contracts 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 “Plan 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?

No contributions have been, or will be, made to the Plan for Plan years after December 31, 1988. For your pre-1989 contributions you direct how your contributions are invested. Your contributions may be invested in “funding vehicles” (annuity contracts or custodial accounts issued for funding amounts held under the Plan) offered by the Fund Sponsors listed below in accordance with your investment elections. The Plan Administrator designates the funding vehicles, accounts and investment funds available under the Plan. These funding vehicles, accounts and investment funds may be changed by the Plan Administrator from time to time.

- A. *Teachers Insurance and Annuity Association (TIAA)*. TIAA provides a traditional annuity and a variable annuity through its real estate account. You can receive more information about TIAA by writing to: TIAA, 730 Third Avenue, New York, NY 10017. You also can receive information by calling 1 800 842-2776 or by logging on at www.tiaa-cref.org.
- B. *College Retirement Equities Fund (CREF)*. CREF is TIAA's companion organization, providing variable annuities. You can receive more information about CREF by writing to: CREF, 730 Third Avenue, New York, NY 10017. You also can receive information by calling 1 800 842-2776 or by logging on at www.tiaa-cref.org.

Participants are also able to invest in certain TIAA-CREF mutual funds. A list of funds and fund information is available by calling 1-800-842-2776 or by logging on at www.tiaa-cref.org.

1.3 Who is eligible to participate in the Plan?

No employees have been eligible to participate in the Plan since December 31, 1988. Prior to that date, all employees of the Institution were eligible to participate in the Plan.

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

No one who was not already a participant in the Plan on December 31, 1988 can become a participant. You are considered a current participant of the Plan if contributions were made to the Plan on your behalf prior to December 31, 1988 and you have not received a distribution of your entire benefit under the Plan.

1.5 What contributions will be made?

No contributions have been made to the Plan since the end of the 1998 Plan year.

1.6 Is there a limit on contributions?

While no contributions have been made to the Plan since the end of the 1998 Plan year, prior to that date, contributions were subject to the general limit on contributions under the IRC.

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

You are fully vested in the benefits under this Plan. Such amounts are nonforfeitable.

1.8 When may I begin receiving benefits?

While you are employed by the Institution you may withdraw salary reduction contributions when you attain age 59½. If you are married, your spouse must consent to any withdrawal of your contributions in writing.

Once you terminate employment you may begin receiving benefits at any time. If you wish to begin receiving benefits you must notify the Fund Sponsor in advance of the date you want to receive payment. However, retirement benefits must normally begin no later than April 1 of the calendar year following the year in which you attain age 70½ (age 72 if you attain age 70½ on or after January 1, 2020) or, if later, April 1 following the calendar year in which you retire. Failure to begin annuity income by this required beginning date may subject you to a substantial federal tax penalty.

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 70½ (age 72 if you attain age 70½ on or after January 1, 2020) had you continued to live.

The payment of benefits according to the above rules is extremely important. Federal tax law imposes a 50 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. *For this reason it is very important to keep your address up-to-date, including after you terminate employment. To update your address, contact TIAA-CREF at 1-800-842-2772.*

1.9 What options are available for receiving retirement income?

You may choose from among several income options when you retire. 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 the next question, 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 72 if you attain age 70½ on or after January 1, 2020) or, if later, in which 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.)

1.10 What are my spouse's rights under this Plan to survivor benefits?

If you are married and commence annuity benefits before your death, your surviving spouse will continue 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) unless you elect another form of payment with your spouse's consent. If

you die before annuity income begins, your surviving spouse will 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 Sponsor (pre-retirement survivor annuity).

If you are married, benefits must be paid to you in the form described above, unless your written waiver of the benefits and your spouse's written consent to the waiver is filed with the Fund Sponsor on a form approved by the Fund Sponsor.

A waiver of the joint and survivor annuity may be made only during the 90-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.

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.

1.11 May I receive benefits for a fixed-period after termination of employment?

Depending upon the Funding Vehicle, and subject to your spouse's rights to survivor benefits (see question 1.10), you may receive benefits for a fixed-period after termination of employment. The fixed-period option generally pays you an income over a fixed-period of between five and 30 years (depending on your age and the age of your spouse). At the end of the selected period, all benefits will end. If you die during the period, payments will continue in the same amount to your beneficiary for the duration.

Tax law requires that the period you choose not exceed your life expectancy or the joint life expectancy of you and your beneficiary.

1.12 May I receive a cash withdrawal from the Plan after termination of employment?

Yes, if you have contributed to a CREF Funding Vehicle, the TIAA Real Estate Account or a mutual fund, and subject to your spouse's rights to survivor benefits (see question 1.10), you may receive all of your TIAA Real Estate Account and CREF accumulations as a cash withdrawal after you terminate employment.

You can elect to receive your cash withdrawal through a series of systematic payments using TIAA-CREF's Systematic Withdrawal service. This service allows you to specify the amount and frequency of payments. Currently, the initial amount must be at least \$100 per account. Once payments begin, they will continue for the period you specify. You can change the amount and frequency of payments, as well as stop and restart payments as your needs dictate. There is no charge for this service.

1.13 May I receive a cash withdrawal from the Plan while still employed by Cold Spring Harbor Laboratory?

Depending upon the Funding Vehicle and subject to your spouse's rights to survivor benefits (see question 1.10), you may receive a cash withdrawal of salary reduction contributions (and any earnings) if you are at least age 59½, become disabled, or die.

1.14 May I take a loan from the Plan?

No, as of January 1, 2011, you are no longer permitted to take a loan from the Plan. Prior to January 1, 2011 loans were permitted before the commencement of benefit payments, subject to the terms of the Funding Vehicles. If you currently have a loan outstanding, please call TIAA-CREF at 1-800-842-2776 with any questions.

1.15 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 to a Roth 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. 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.

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.

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

No, the Plan does not accept rollover contributions from another plan or IRA.

1.17 What if I die before starting to receive benefits?

If you die before beginning retirement benefits, the full current value of your annuity accumulation is payable as a death benefit. If you are married, the value of your annuity accumulation will be paid as a pre-retirement survivor annuity unless you waive the annuity, with your spouse's consent. See question 1.12 for more detail.

If you are single, or your spouse consents, you may choose one or more of the options available under the Funding Vehicle for payment of the death benefit, or you may leave the choice to your beneficiary. The payment options may include:

- Income for the lifetime of the beneficiary with payments ceasing at his or her death.
- Income for the lifetime of the beneficiary, with a minimum period of payments of either 10, 15, or 20 years, as selected.

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).

- Income for a fixed period of not less than five nor more than 30 years, as elected, but not longer than the life expectancy of the beneficiary;
- A single sum payment.
- A minimum distribution option. This option pays the required federal minimum distribution each year.
- The accumulation may be left on deposit, for up to one year, for later payment under any of the options.

Your spouse may roll over any eligible rollover distribution, as described in question 1.15, as if he or she were a Plan participant. Your non-spouse beneficiary may roll over an eligible rollover distribution into an IRA.

Federal tax law puts limitations on when and how beneficiaries receive their death benefits. TIAA-CREF will notify your beneficiary of the applicable requirements at the time he or she applies for benefits.

1.18 How do I designate a beneficiary?

You may change your beneficiary by completing the “Designation of Beneficiary” form available from TIAA-CREF. You should review your beneficiary designation periodically to make sure the person you want to receive the benefits is properly designated. If you die without having named a beneficiary and you are married at the time of your death, your spouse will automatically receive half of your accumulation and your estate will receive the other half. If you die without having a named beneficiary and you’re not married, your estate receives the entire accumulation.

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

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 guidance.

If you have a domestic partner 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 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 Human Resources 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. 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 from TIAA-CREF at 1-800-842-2273.

Part II: Information About The Fund Sponsors

2.1 What Fund Sponsors and Funding Vehicles are available under the Plan?

Contributions may be invested in one or more of the following Fund Sponsors and their Funding Vehicles that are currently available under this Plan:

A. Teachers Insurance and Annuity Association (TIAA):

TIAA Group Supplemental Retirement Annuity (GSRA):

Traditional Annuity
Real Estate Account

B. College Retirement Equities Fund (CREF):

CREF Group Supplemental Retirement Unit-Annuity (GSRA):

Stock Account
Money Market Account
Bond Market Account
Social Choice Account
Global Equities Account
Growth Account
Equity Index Account
Inflation-Linked Bond Account

For more information about the Funding Vehicles, log on to www.tiaa-cref.org or call 1-800-842-2733. Any additional Accounts offered by TIAA-CREF will automatically be made available to you under this Plan.

The Institution's current selection of Fund Sponsors and Funding Vehicles isn't intended to limit future additions or deletions of Fund Sponsors and Funding Vehicles. You'll be notified of any additions or deletions.

2.2 How do the retirement annuity contracts work?

TIAA Traditional Annuity: Contributions to the TIAA Traditional Annuity are used to purchase a contractual or guaranteed amount of future retirement benefits for you. Once purchased, the guaranteed benefit of principal plus interest cannot be decreased, but it can be increased by dividends. Once you begin receiving annuity income, your accumulation will provide an income consisting of the contractual, guaranteed amount plus dividends that are declared each year and which are not guaranteed for the future. Dividends may increase or decrease, but changes in dividends are usually gradual. For a recorded message of the current interest rate for contributions to the TIAA Traditional Annuity, call the Automated Telephone Service (ATS) at 1 -800-842-2252. The ATS is available 24 hours a day, seven days a week.

CREF and the TIAA Real Estate Account: You have the flexibility to accumulate retirement benefits in any of the CREF variable annuity accounts approved for use under the Plan, as indicated above, and the TIAA Real Estate Account. Each account has its own investment objective and portfolio of securities. Contributions to a CREF account and the TIAA Real Estate Account are used to buy accumulation units, or shares of participation in an underlying investment portfolio. The value of the Accumulation Units changes each business day. You may also choose to receive annuity income under any of the CREF accounts and the TIAA Real Estate Account. There is no guaranteed baseline income or declared dividends when you receive annuity income from these accounts. Instead your income is based on the value of the annuity units you own, a value that changes yearly, up or down. For more information on the CREF accounts, you should refer to the CREF prospectus. For more information about the TIAA Real Estate Account refer to the TIAA Real Estate Account prospectus.

For a recorded message of the latest accumulation unit values for the CREF Accounts and TIAA Real Estate Account, as well as the seven-day yield for the CREF Money Market Account, call the ATS at 1 800 842-2252. You may also get this information by logging onto www.tiaa-cref.org. The recording is updated each business day.

2.3 How do I allocate my contributions?

You may allocate contributions among the TIAA Traditional Annuity, the TIAA Real Estate Account, the CREF Accounts or the TIAA-CREF mutual funds in any whole-number proportion, including full allocation to any Account. You specified the percentage of contributions to be directed to each option when you enrolled.

If you do not have a valid United States address your ability to make contributions to TIAA-CREF mutual funds may be limited. Please contact TIAA-CREF for additional information.

2.4 May I transfer my accumulations to another retirement plan of the Institution?

As of January 1, 2011 you may elect to transfer the assets in your accumulation account to the Cold Spring Harbor Laboratory Tax-Deferred Annuity Plan. By transferring your account to the Cold Spring Harbor Laboratory Tax-Deferred Annuity Plan, you will have the ability to invest your money in the investment options offered by Fidelity. For more information about making such a transfer or to learn more about the investment funds available through Fidelity, please call Fidelity at 1-800-343-0860.

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

You may transfer your 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.

If you do not have a valid United States address your ability to transfer funds to TIAA-CREF mutual funds may be limited. Please contact TIAA-CREF for additional information.

2.6 May I begin my retirement income at different times?

Depending on the terms of the Funding Vehicle, once you decide to receive your benefits as income, you have the flexibility to begin income from the TIAA Traditional Annuity, the TIAA Real Estate Account, CREF and mutual fund accounts on different dates. You may begin income from each CREF account and the TIAA Real Estate Account on more than one date provided you begin income from at least \$10,000 of accumulation in that account.

2.7 May I receive my retirement accumulations under different income options?

Depending on the terms of the Funding Vehicle, you can elect to receive income from your TIAA and CREF annuities, or mutual funds under more than one income option to meet your specific retirement needs. However, you must begin income from at least \$10,000 of accumulation under each option.

2.8 What information do I regularly receive about my account?

TIAA-CREF will send you 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 Plan Administrator by Cold Spring Harbor Laboratory. The Plan Administrator is responsible for performing duties required for operating the Plan.

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 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 11724-201**

Copies of Plan documents and SPDs 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 to Vice President, Chief Human Resources Officer, Cold Spring Harbor Laboratory, P.O. Box 100, Cold Spring Harbor, NY 11724-2201.

Processing the claim: The Plan Administrator will process the claim within 90 days after the Plan Administrator receives the claim. If the Plan 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 Plan 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 Plan 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 Plan 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 Plan 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 Plan 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 Plan Administrator may make a reasonable charge for the copies.
3. Receive a summary of the Plan's annual financial report. The Plan 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 Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits 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 Plan 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 Plan 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 Plan 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 Vice President, Chief Human Resources Officer, Katie Raftery at 516-367-8499 or Laura Magri at 516-367-5226.