

LLNS 401(k) Retirement Plan

Summary Plan Description

June 1, 2013

This Summary Plan Description (SPD) is intended to provide a summary of the principal features of the LLNS 401(k) Retirement Plan ("Plan") (TCP2) and is not meant to interpret, extend or change the Plan in any way.

This SPD will continue to be updated. Please check back on a regular basis for the most recent version.

Nothing in the Plan and/or this SPD shall be construed as giving any participant the right to be retained in service with LLNS or any affiliated company, or as a guarantee of any rights or benefits under the Plan. LLNS, in its sole discretion, reserves the right to amend or terminate at any time the Plan or the SPD.

The Plan is governed by a Federal law known as ERISA, which provides rights and protections to Plan participants and beneficiaries. Copies of the Plan document are on file with the Plan Administrator. You may obtain and/or read the Plan document at any reasonable time. You may also submit a written request to the Plan Administrator requesting a copy of the Plan document. The Plan document may provide additional details regarding the benefits and operation of the Plan. If there is a conflict between the terms of the SPD and the terms of the Plan document, the Plan document will govern.

For questions or to receive a paper copy of this SPD, please contact Fidelity at 800-343-0860 or access the Fidelity website at www.netbenefits.com. You may also contact the Lawrence Livermore National Laboratory (LLNL) Benefits Office at 925-422-9955 or review a copy of the SPD on the LLNL Benefits Web site: <https://benefits-int.llnl.gov/>.

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This Summary Plan Description

This Summary Plan Description (SPD) summarizes the LLNS 401(k) Retirement Plan (“401(k) Retirement Plan” or “Plan”) (TCP2). If there is any conflict between this summary and the official Plan document, the terms of the Plan document will govern.

The LLNS 401(k) Retirement Plan is subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) and the Internal Revenue Code of 1986, as amended (“the Code”).

Participation in the Plan and/or receipt of this SPD is not a guarantee of employment or of any benefits under the LLNS 401(k) Retirement Plan.

The provisions described in this SPD are effective June 1, 2013.

How the Plan Works

You may authorize before-tax or after-tax contributions to the 401(k) Retirement Plan. The 401(k) Retirement Plan also includes contributions from LLNS that match a percentage of these before-tax and/or after-tax contributions, as well as an additional "non-elective" employer contribution. You also may request that the 401(k) Retirement Plan accept certain rollover contributions on your behalf.

You control how your savings are invested by directing your contributions into funds in the Plan's investment lineup. Keep in mind that participating in the 401(k) Retirement Plan involves investment risk. If the value of your investments increases or decreases, so does the value of your 401(k) Retirement Plan accounts.

This summary is not intended to provide personal tax advice. Because everyone's financial situation is different, you should consult a qualified tax or financial advisor before making decisions about your 401(k) Retirement Plan benefits. Tax laws are complicated and often change, and it's important that you assess your situation in light of current laws.

Eligibility and Participation

Eligibility

In order to participate in the 401(k) Retirement Plan, you must be an employee of LLNS who is hired or rehired on or after October 1, 2007 and who is *not* eligible to participate in the LLNS 401(k) Savings Plan.

You are generally *not* eligible for this Plan if you

- are accruing a benefit in the LLNS Defined Benefit Pension Plan,
- are an employee of an employer other than LLNS,
- are an independent contractor, a leased employee, an independent consultant or non-employee consultant,
- are a member of a collective bargaining unit that has not bargained for participation in the Plan.

If you are classified as a “summer employee,” “temporary employee,” or “student employee,” you may not be eligible to receive certain employer contributions unless you satisfy the eligibility requirements for those contributions. (See “Employer Contributions” beginning on page 9.)

Enrolling in the Plan

If you are an eligible employee, you are automatically enrolled in the Plan's non-elective employer contributions feature. If you want to take advantage of the opportunity to make employee contributions and to receive employer matching contributions, you must contact Fidelity. In any event, as soon as you become an eligible employee, you should contact Fidelity to name a beneficiary and to select your investments. For contact information, see "For More Information" at the end of this SPD. For beneficiary information see "Designating a Beneficiary" on page 25 and for investment information see "Managing Your Investments" on page 14.

When Participation Ends

If you are an eligible Plan participant, your participation in the 401(k) Retirement Plan will continue until you die or until all your Plan benefits have been distributed, whichever occurs first.

Contributions

This section describes the allowable contributions to your account. All contributions to the 401(k) Retirement Plan are 100% vested at all times.

Contributions to your account may include:

- Your 401(k), after-tax, catch-up and rollover contributions
- A company matching contribution
- An additional “non-elective” employer contribution

All contributions except for your rollover contributions are calculated based on your eligible compensation (see below for definition).

Definition of Eligible Compensation

For purposes of the 401(k) Retirement Plan, “eligible compensation” means—for each pay period—only your base pay, overtime pay and shift differential. Other compensation, including incentive pay is not included in “eligible compensation.” Eligible compensation only includes pay that you receive for work performed under Contract Number AC52-07NA27344 between LLNS and the Department of Energy related to the operation of the Lawrence Livermore National Laboratory. Eligible compensation is determined before taxes, and before your contributions to the 401(k) Retirement Plan and/or other before-tax contributions to obtain welfare benefits are taken out.

Each year, federal law sets a limit on the amount of your eligible compensation that can be taken into account under the 401(k) Retirement Plan. (See “Contribution Limits” for more information.)

Your Contributions

Your 401(k) and after-tax contributions are deducted from your paycheck each pay period as a percentage of your eligible compensation and change automatically when your eligible compensation changes. All contributions are subject to legal limits. (See “Contribution Limits” on page 11 for details.)

Changing Your Contributions

You may increase, decrease, stop or resume your contributions at any time by calling Fidelity or logging on to the Fidelity Web site (See “Contribution Limits” for maximum contribution amounts permitted under the 401(k) Retirement Plan; for contact information, see “For More Information” at the end of this document.)

Your request will be processed as soon as administratively practicable. Generally, the change will take effect the first payroll period following the date Fidelity processes your request. A confirmation statement will be sent to you within seven business days after the date of your

request. If you do not receive your confirmation, please contact the Plan Administrator (for contact information, see “For More Information” at the end of this document).

When Your Contributions Must End

You are no longer eligible to make contributions to the Plan when you experience a severance from employment except in the limited circumstances where you receive a paycheck or cash-out of leave (for example, vacation or sick leave) after the date of your severance from employment. This “lagging pay” will be included as “eligible compensation” if it is received by the end of the year you terminate, or if later, the date that is two and one-half months following the date you terminate. However, contributions cannot be taken from compensation you did not earn for services performed while you were employed and eligible to participate in the Plan. In addition, you won't be able to continue contributing to the Plan while you are on an unpaid leave of absence.

If You Take a Military Leave of Absence

If you take a military leave of absence that qualifies as a leave under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and you return to covered employment, you may be eligible to make up contributions to the 401(k) Retirement Plan and to receive matching and non-elective employer contributions as if you had actually received your regular eligible compensation from LLNS during your leave.

For more information about establishing service credit for a military leave and applicable time limits, contact the Plan Administrator. For contact information, see “For More Information” at the end of this document.

401(k) Contributions

Once you're eligible to participate in the 401(k) Retirement Plan, you may choose to contribute up to 75% of your eligible compensation, in one-hundredths of a percent (0.01%) increments, on a before-tax basis (traditional 401(k)), an after-tax (Roth 401(k)) basis, or a combination of the two. The combination of the before-tax and Roth 401(k) (collectively “401(k) contributions”) are subject to legal limits (see “Contribution Limits” on page 11).

If during a calendar year your 401(k) contributions meet the legal limit, LLNS' HR/payroll system is designed to automatically convert your 401(k) contributions to after-tax contributions at the then current contribution percentage for the remainder of the calendar year, unless you change your contribution percentage to zero. If you do not change your contribution percentage to zero, when the next new payroll year begins, the LLNS' HR/payroll system is designed to automatically revert to 401(k) contributions at the after-tax contribution percentage in effect. Before changing your deferral rate to zero should you not want to make after-tax contributions, please keep in mind that LLNS matches after-tax contributions at the same rate as 401(k) contributions.

Before-Tax Contributions

Before-tax contributions are deducted from your eligible compensation before federal income taxes, and (in most cases) state and local income taxes are determined. By choosing the before-tax savings option, you pay no income taxes on your contributions or their investment gains while they remain in the 401(k) Retirement Plan. However, your before-tax contributions are included in your gross earnings for purposes of calculating your Social Security and Medicare taxes and benefits.

Before-tax contributions and the associated investment gains or losses will be subject to income taxes when distributed from the Plan.

Roth 401(k) Contributions

Roth 401(k) contributions are deducted from your eligible compensation after federal, state and local income taxes are determined. The investment gains on these contributions will be tax-free when you take a distribution of these monies from your account as long as they are “qualified.” Generally, for the Roth 401(k) contributions and related earnings to be qualified, they must be held in the 401(k) Retirement Plan until you reach age 59 ½ or die, and the distribution is not made within the five-year period beginning with the first year in which you make your first Roth 401(k) contribution.

401(k) Contribution Limits

The combination of your before-tax and Roth 401(k) contributions cannot exceed the annual maximum dollar limit provided in federal law, unless you are a “highly compensated” employee, in which case a lower limit may apply due to nondiscrimination testing. (See “Special Limitation for Certain Highly Compensated Employees” on page 13) The annual maximum dollar limit is set by the IRS each year. Increases in the contribution limit may be linked to cost-of-living increases pursuant to federal law. (See “Contribution Limits” on page 11 for more information about other limits that may apply to you.)

Catch-Up Contributions

If you’ll turn age 50 by the end of any calendar year, you may elect to make additional contributions—known as “catch-up contributions”—in that year and following years. “Catch-up contributions” allow you to increase your savings in order to help your retirement savings catch up with your retirement needs. In order for contributions you make to be designated as catch-up contributions, your 401(k) contributions must exceed the lesser of

- 75% of your eligible compensation (reduced by your after-tax contributions),
- one of the statutory limits applicable to Plan contributions (see “Contribution Limits” on page 11 for details), or
- a limitation based on ADP/ACP nondiscrimination testing (see “Special Limitation for Certain “Highly Compensated” Employees” on page 13).

You can elect to make catch-up contributions on a before-tax basis, after-tax basis (Roth catch-up), or a combination of the two. The payroll deduction treatment of these before-tax and/or Roth contributions is the same as for your 401(k) Contributions discussed above. For catch-up contributions, you specify a flat-dollar amount per pay period you wish to contribute rather than a percentage deferral election that is made for 401(k) Contributions. Catch-up contributions are **in addition to** your regular 401(k) Retirement Plan 401(k) contributions, and are deposited into the same 401(k) contribution accounts.

Please note that catch-up contributions are not matched, and if any amount of your catch-up contributions is re-characterized to 401(k) Contributions for non-discrimination testing purposes, it will not be matched.

Annual Catch-Up Limits

Your catch-up contributions will be made through payroll deductions and can't exceed the dollar limitation set by federal law. The annual limit may be indexed for cost-of-living increases pursuant to federal law.

If you're eligible to make catch-up contributions and are making 401(k) contributions under more than one plan, your total 401(k) contributions to all plans in a calendar year can't exceed the annual deferral limit for that year the same is true for the annual catch-up for that year. The payroll system will stop catch-up contributions once the maximum is met and will start again the next calendar year if no change is made.

(See "Contribution Limits" on page 11 for more information about other limits that may apply to you.)

After-Tax Contributions

After-tax contributions are deducted from your salary after applicable taxes are withheld. You may elect to contribute up to 75% of your compensation in 1.00% increments on an after-tax basis, less any contributions you elected to make as 401(k) contributions.

The investment gains or losses on your after-tax contributions are subject to the same tax treatment as your before-tax contributions, company matching contributions and investment gains or losses on those contributions. For example, investment gains on after-tax contributions are tax-exempt while they remain in the Plan, and taxed when distributed to you.

After-Tax Contribution Limits

You can save on an after-tax basis up to the annual maximum dollar limit provided in federal law, unless you are a "highly compensated" employee, in which case a lower limit may apply due to nondiscrimination testing. (See "Special Limitation for Certain Highly Compensated Employees" on page 13) (See "Contribution Limits" on page 11 for more information about other limits that may apply to you.)

Rollover Contributions

You may choose to roll over money into the 401(k) Retirement Plan from another eligible retirement plan. LLNS **doesn't** match rollover contributions, but they'll be deposited into your rollover account, and you may invest them on a tax-favored basis just as you do other contributions.

To make a rollover contribution, you must be entitled to receive a distribution from an eligible retirement plan, such as a traditional IRA (not a Roth IRA) or another employer's plan.

The other employer's plan may be a:

- Tax-qualified section 401(a) plan, including a section 401(k) plan,
- Section 403(a) annuity plan,
- Section 403(b) tax-sheltered annuity plan, or a
- Section 457(b) plan maintained by a state or local government.

The amount must be payable to you as an employee, alternate payee or surviving spouse, not a non-spouse beneficiary. There is no limit on the amount you may contribute to the Plan as a rollover contribution.

If your rollover contribution is approved, your rollover contribution may be transferred directly from the trustee of the other plan or IRA to the 401(k) Retirement Plan trustee. Alternatively, if the other plan or IRA makes a distribution payable to you, you may roll over the amount within 60 days of receiving that distribution.

If you make a rollover contribution to the 401(k) Retirement Plan, it will be deposited in your rollover account and tracked separately from your other contributions. You'll also need to decide how you want your rollover contributions invested. (For more information, see "Managing Your Investments" on page 14) Your rollover account will be distributed to you or your beneficiary according to the terms of the 401(k) Retirement Plan. (See "Receiving a Final Distribution" on page 22 for details.) Once deposited into the 401(k) Retirement Plan, rollover contributions are eligible for withdrawal or loans while you're actively employed by LLNS.

If you're considering making a rollover contribution, be sure that you understand how the 401(k) Retirement Plan works. For example, loan, withdrawal and distribution provisions may be different from those of your previous employer's tax-favored retirement plan. If you would like to make a rollover contribution, you should call Fidelity or log on to the Fidelity Web site. For contact information, see "For More Information" at the end of this document.

Employer Contributions

Company Matching Contributions

LLNS offers matching contributions to certain 401(k) Retirement Plan participants. If you are eligible to receive matching contributions, the amount of the matching contribution depends on the amount you're contributing to the 401(k) Retirement Plan beginning with the first payroll period after you become eligible.

Unless you are employed in the particular job classifications noted below, you become eligible for matching contributions with the first payroll period beginning after you become an eligible employee. If you are employed in the classification of "Student Employee," or "Temporary Employee" you become eligible to receive matching contributions each Plan Year, on a prospective basis, as of the first payroll period in the Plan Year after you complete 1000 Hours of Service in that Plan Year. If you are employed in the classification of "Summer Employee" you are not eligible for matching contributions.

Company matching contributions will be deposited into your company matching contributions account based on your own **401(k) and after-tax contributions** for that period. For each \$1.00 of your own contributions—called your "matched contributions" — LLNS will provide a company matching contribution of \$1.00, up to 6% of your eligible compensation. This means that the LLNS matching contribution could be as much as 6% of your eligible compensation for the pay period. (See "Definition of Eligible Compensation" on page 4 for the definition of eligible compensation.)

Amounts you contribute as 401(k) and after-tax contributions over 6% of your eligible compensation will not be matched. These "unmatched contributions" do, however, offer the same tax advantages and investment opportunities as your matched contributions. (See "Your Contributions" on page 4 for information about your before-tax and after-tax contributions.)

In certain circumstances, matching contributions for "highly compensated employees" may be forfeited because they exceed limitations under federal law. (See "Contribution Limits" on page 11.)

You pay no taxes on LLNS matching contributions at the time they're credited to your account, or on the investment gains on those contributions. Company matching contributions, adjusted for the associated investment gains or losses will be subject to taxes when you take a distribution from the 401(k) Retirement Plan.

Non-Elective Employer Contributions

The Plan also provides for a "non-elective" employer contribution for certain 401(k) Retirement Plan participants. If you are eligible, then regardless of your contributions to the 401(k) Retirement Plan, LLNS will make a "non-elective" employer contribution each Plan Year on your behalf.

Unless you are employed in the particular job classifications noted below, you become eligible for a nonelective employer contribution with the first payroll period beginning after you become

an eligible employee. If you have been employed in the classification of “Student Employee”, “Safe Harbor Employee” or “Temporary Employee” you become eligible to receive a nonelective contribution each Plan Year, on a prospective basis, as of the first payroll period in the Plan Year after you complete 1000 Hours of Service in that Plan Year. The non-elective employer contribution for an eligible employee who is *not* classified as a “Summer Employee” in the human resources information system (HRIS) is calculated as follows:

Your projected completed years of service by December 31 of the Plan Year	Contribution as a Percentage of Plan Year Eligible Compensation
0-9	3.5%
10-19	4.5%
20 or more	5.5%

NOTE: *LLNS is required to perform benefit cost comparisons. If these cost comparisons indicate that TCP2 program benefits exceed the comparator group by more than 5% in the aggregate, then LLNS must provide DOE/NNSA with a corrective action plan.*

Summer Employees

If you are an eligible employee who is classified as a “Summer Employee” in the HRIS, LLNS will make a non-elective employer contribution each Plan Year equal to 3.5% of your eligible compensation for the Plan Year. You do not need to be actively employed on December 31 to receive this non-elective employer contribution.

Completed Years of Service

Your completed years of service are used to determine the percentage of your compensation that LLNS will contribute as a non-elective employer contribution in a given Plan Year. If you are eligible, you are entitled to the non-elective employer contribution based upon a projection of your completed years of service as of the last day of the Plan Year for which the contributions are being made.

Completed years of service means the total of all periods of service that you work for LLNS in covered employment on and after October 1, 2007. Generally, a period of service begins on your date of hire (or rehire) in covered employment and ends on your Severance from Service Date. Your Severance from Service Date is the earlier of the date you quit, retire, are discharged or die or the first anniversary of your absence from work for any other reason (e.g., approved, unpaid leave of absence). If you timely return to covered employment, you also may receive credit for periods during which you are on a Military Leave, a Disability Approved Leave (as described below) or a Governmental Service Approved Leave (as described below). If you quit, retire, or you are discharged and you return to work before the first anniversary of your absence from work, additional favorable service crediting rules may apply. Contact the Plan Administrator, using the contact information at the end of this summary, for additional information.

For many participants, completed years of service also includes service credit taken into account under the University of California Retirement Plan (UCRP) before October 1, 2007 as reported to the Plan Administrator by UC. However, if you were at any time an active member in the LLNS Defined Benefit Pension Plan neither your service while an active participant in the LLNS Defined Benefit Pension Plan nor your service credit in the UCRP will be counted.

For employees who transfer directly to employment with LLNS from employment with a LLNS parent company or an affiliate of a LLNS parent company, your completed years of service also includes service credit with the previous employer. A “LLNS parent company” includes the University of California, Bechtel, Babcock and Wilcox, or the URS Corporation; an Affiliate of a LLNS Parent Company includes any company partially or fully owned by the University of California (excluding UC LANL), Bechtel, Babcock and Wilcox, or the URS Corporation.

Governmental Service Approved Leave

Governmental Service Approved Leave means a Technology Transfer Program Leave, US Government Service Leave, or International Atomic Energy Agency Leave approved by LLNS as “Governmental Service Leave” in accordance with Lawrence Livermore National Laboratory Personnel Policies and Procedures Manual, Section G VII, I.8. It also includes an approved leave that was taken by a participant prior to October 1, 2007, while the participant was a UCRP participant, provided LLNS determines that the leave would have satisfied the requirements noted in this paragraph had the policy been in place at the initiation of the leave, and that upon the termination of such leave the individual becomes an Employee of LLNS within the applicable timeframe. In each case, the leave must be for not more than 3 years and the employee must return to work for LLNS no more than 90 days after the end of the leave.

Disability Approved Leave

Disability Approved Leave means a Medical Leave Without Pay (including a Medical Leave that is Pregnancy and/or Maternity-Related), which is approved in accordance with Lawrence Livermore National Laboratory Personnel Policies and Procedures Manual, Section G VIII.4 through 6; provided you return to work for LLNS within 90 days after the end of the leave.

Contribution Limits

The IRS imposes several annual limits on contributions to tax-qualified plans such as the LLNS 401(k) Retirement Plan. The limits in the table below are for the 2013 Plan Year; these limits may increase in the future based on cost-of-living adjustments. The sections following the table provide more details regarding these annual limits.

Type	2013 Limit
Compensation Limit	\$255,000
401(k) Contribution Limit Applies to all employee 401(k) contributions (except catch-up contributions) in all 401(k) and 403(b) plans in which the employee participates, including plans sponsored by other employers.	\$17,500
Catch-Up Contribution Limit Applies to you provided your 50th birthday is in 2013 or has already occurred, and you qualify as provided on page 7.	\$5,500
Maximum “Annual Addition” Limit Applies to all employee contributions, including 401(k) and after-tax contributions (except catch up contributions and rollover contributions), and employer contributions made to this Plan and other defined contribution plans maintained by LLNS.	Generally, the lesser of <ul style="list-style-type: none"> ▪ \$51,000, or ▪ 100% of your compensation Additional rules apply when determining maximum annual additions. See “Maximum Annual Addition Limit” on page 14, for details.

In addition, for “highly compensated employees,” the Plan is required to limit 401(k) and after-tax contributions in accordance with the results of nondiscrimination testing (see “Special Limitation for Certain ‘Highly Compensated’ Employees” on page 13).

Compensation Limit

The maximum amount of compensation on which your contributions can be based is determined by federal law. This limit may increase in the future based on cost-of-living adjustments.

Limit on 401(k) Contributions

The maximum 401(k) contributions (exclusive of catch-up contributions, described below) that a Participant can make to all qualified plans that accept 401(k) contributions in which the participant participates during a calendar year is determined by federal law. This limit applies to all plans in which you participate in a given year – including those sponsored by other employers. This annual limit may be increased based on federal law.

If you determine that your 401(k) contributions (exclusive of catch up contributions) to the LLNS 401(k) Retirement Plan and other plans (including plans of other unrelated employers) will exceed the annual IRS limit, you should inform LLNS in writing no later than March 1 of

the following year. Upon receipt of written notice on or before March 1, the excess contributions (adjusted for investment gains and losses) will be distributed to you (which will result in the forfeiture of any corresponding company matching contributions). If the excess contributions are not timely distributed,

- they will be held by the 401(k) Retirement Plan until you are eligible for a withdrawal or distribution;
- you will owe tax on this amount in the year in which the excess contribution was made; and
- you will be *taxed again* on this same amount at the time it is distributed from the 401(k) Retirement Plan.

If you made 401(k) contributions to any other plans (such as your former employer's plan) in the same calendar year, you should adjust your 401(k) contributions to the LLNS 401(k) Retirement Plan so you do not exceed this annual IRS limit. Note that you may elect to increase your 401(k) contribution to the 401(k) Retirement Plan effective the start of the following calendar year, in order to make the maximum annual 401(k) contribution that year.

Limit on Catch-Up Contributions

Your catch-up contributions will be made through payroll deductions and cannot exceed the dollar limit for that calendar year as set forth in federal law. The annual limit may be indexed for cost-of-living increases pursuant to federal law.

Special Limit for Certain “Highly Compensated” Employees

The IRS requires that 401(k), after-tax, matching and non-elective contributions to the 401(k) Retirement Plan meet certain non-discrimination tests. This limit does not apply to catch-up contributions. Failure to satisfy these tests may result in contributions of those participants designated as “highly compensated employees” being further limited.

You are considered a “highly compensated employee” for a Plan Year if either:

- The compensation you received from LLNS in the *preceding* calendar year exceeded the dollar threshold as set by the IRS (\$115,000 earned in 2012 would be considered for purposes of the determination in 2013) and you are among the top twenty percent highest paid employees; or
- You are a 5% owner of LLNS or an affiliated company.

Each year, the average rate of 401(k) contributions made by all highly compensated employees is compared to the average rate of 401(k) contributions in the preceding Plan Year that were made by all eligible employees who were non-highly compensated employees. The ratio of these two percentages may not exceed certain limits set forth in federal law. A similar ratio is calculated for after-tax contributions and matching contributions.

Maximum “Annual Addition” Limit

Federal law imposes an annual limit on the total amount (“annual additions”) that can be contributed by LLNS and by you to all defined contribution plans maintained by LLNS and its affiliated companies. Total contributions on your behalf to all these plans must not exceed the lesser of:

- A stated dollar amount as set by the IRS, or
- 100% of your compensation (as defined under the Plan).

The dollar limit may be increased in future years if the IRS announces cost-of-living adjustments.

When determining total contributions, rollover contributions, loan repayments and catch-up contributions are disregarded.

Vesting

Vesting refers to your ownership of 401(k) Retirement Plan contributions. You automatically are 100% vested in all contributions (adjusted for investment gains and losses) to the 401(k) Retirement Plan.

Managing Your Investments

As a participant in the 401(k) Retirement Plan, you can determine not only how much to save, but also how that money is invested. All contributions made to your account will be credited with investment gains and losses based on the performance of your investment funds.

With the 401(k) Retirement Plan, you have the advantage of tax-deferred investment growth on your before-tax contributions (including rollovers), after-tax contributions and employer contributions. You’ll pay no taxes on the value of any investment gains posted to your accounts as long as this money remains in your accounts. For Roth investments, you have the advantage of tax-free investment growth as long as the money remains in your account to meet the “qualified distribution” requirements (see Roth 401(k) Contributions on page 6).

Investment Responsibility

Important!

You’re responsible for the results of your own investment decisions. The 401(k) Retirement Plan is intended to meet the requirements of Section 404(c) of the Employee Retirement Income Security Act of 1974 (ERISA) and Title 29 of the Code of Federal Regulation Section 2550.404c-1. This means that the 401(k) Retirement Plan’s ERISA fiduciaries may be relieved of liability for any losses that are the direct and necessary result of investment instructions given by plan participants, alternate payees or beneficiaries.

Your Investment Choices

For a description of the currently available funds, you may log on to the Fidelity Web site. For contact information, see “For More Information” at the end of this document. In the future, new investments funds may be added and funds currently available may be changed or withdrawn.

When you enroll in the Plan, you must specify how you wish to invest your contributions. Even if you choose not to contribute to the Plan, you should specify how you wish to invest the non-elective contributions that LLNS makes to your account. How you split your investments is your choice, as long as the investment elections **total** 100%. You can invest your contributions in one or more available funds, in 1% increments—for example, if you want to invest in two funds, you could invest 66% of your contributions in one fund and 34% in the other.

If you don’t make any investment elections, or if your elections don’t equal 100%, undirected contributions will be automatically deposited into a targeted maturity fund based on your age. You cannot invest your accounts in funds that are not offered as part of the 401(k) Retirement Plan.

Important!

LLNS does not recommend any particular investment or investment strategy. No one at LLNS is authorized to provide you with investment advice. Successful investment results aren’t guaranteed by LLNS, the U.S. government or anyone else. This means that your accounts may experience a drop in value, which could result in the loss of some or all of your principal investment.

Changing Your Investment Elections

You generally may change your investment elections at any time. You can make two types of investment changes:

- **Future contributions.** You can change the way your future contributions are invested, while maintaining your 401(k) account balances in the current investment mix. Your election will apply to your contributions and any company matching and non-elective contributions.
- **Existing account balances.** You can change the investment mix for your existing account balances in either of two ways:
 - You may transfer some or all of your existing account balances from a specific investment fund into one or more specific replacement funds (this is called a “fund-to-fund transfer”); or
 - You may rebalance your entire existing account balances by specifying the percentage you want in each fund (this is called a “reallocation”).

You may change your investment elections at any time by calling Fidelity or logging on to the Fidelity Web site. Please note that changes may be subject to restrictions by the Plan Administrator or the investment fund provider with respect to the frequency and/or timing of trades. See the fund fact sheet for the particular investment fund for more information. For contact information, see “For More Information” at the end of this document.

Balancing Risk and Reward

As you consider your 401(k) investment options, it’s important that you carefully evaluate the combination of potential risk and reward that each option represents. There’s no guarantee that any of the investment options offered by the 401(k) Retirement Plan will achieve their stated objectives.

When thinking about investment risk, you should think about the risk of losing money — that is that the value of an investment will go up or down from time to time (“market risk”) — and the risk of not accumulating enough money to meet your retirement savings goals or to even keep up with inflation (“inflation risk”). The stock market is a good example of an investment with market risk. A bond fund is a good example of an investment with inflation risk.

No one investment or mix of investments is appropriate for everyone. As an investor, you’ll need to strike a balance between market risk and inflation risk that fits with your retirement goals. Your preferred investment choices will depend on many personal factors, including:

- Your tolerance for risk,
- The number of years until you retire,
- Your life expectancy,
- Whether you need to provide for a spouse or other dependents while you’re alive and after you die, and
- Other assets owned by you and your spouse (if applicable) and how they’re invested.

Consider how long you have until you need your 401(k) distribution — for example, the time you have to weather the ups and downs of the stock market can limit your market risk.

You may wish to consult a personal investment or financial adviser to help you review the fund prospectuses and make your investment decisions. In addition, there are independent services that provide ratings and other asset and return information about stocks and mutual funds which may be helpful to you in making your 401(k) investment decisions. Some periodicals also rate mutual funds. (But you should never make an investment decision solely in reliance on these ratings.) Keep in mind that past investment return is no guarantee of future performance.

Diversification

“Diversifying” your investments means spreading your assets among several different types of investments. When you diversify your investments, you may reduce the risk of suffering a major loss in your overall accounts in the event that any one investment performs poorly.

There are two ways to diversify your investments:

- **Diversify across asset classes.** You can diversify by choosing a mix of investments from all three investment types — stocks, bonds and conservative fixed-income investments.
- **Diversify within each asset class.** The more diversified your investment portfolio, the less likely you’ll be hurt by the poor performance of a single stock or bond. As a result, you may choose a mix within each type of investment, including a selection of both U.S. and foreign stocks.

Valuing Your Accounts

The value of your accounts depends on the number of units you hold and the current value of each unit. The unit value is determined each business day based on changes in prices in the underlying investments. On a typical business day, your accounts are valued as of 4:00 p.m. Eastern time, coinciding with the normal closing time of the New York Stock Exchange on each day the Exchange is open.

Investment Management Expenses

Investment management fees are taken directly from the investment funds before they are credited with dividends or investment gains or losses to the 401(k) Retirement Plan.

Keeping Track of Your Accounts

When you enroll in the 401(k) Retirement Plan, you’ll have a number of tools to help you keep track of your investments.

Account Statements

You’ll receive a personalized statement of your account balances at least once each calendar quarter. If you do not receive your quarterly account statement, please contact Fidelity. This statement will show the value of your accounts as of the last day of the previous quarter, together with the activity in your account during the previous quarter, including new contributions, loans, amounts withdrawn, investment gains and losses, and any assessed fee.

It’s important to review your quarterly account statements carefully. If there are any discrepancies between your records and the 401(k) Retirement Plan’s records, contact Fidelity (for contact information, see “For More Information” at the end of this document).

Automated Account Management Tools

You can also access the Fidelity Web site at any time to:

- Review and print a current summary of your account activity;
- Get fund information; and
- Perform investment transactions.

You also may request that an up-to-date account statement be mailed to you by calling Fidelity or logging on to the Fidelity Web site (for contact information, see “For More Information” at the end of this document).

Other Resources

The following types of information will be made available to you upon request about the investment funds, to the extent materials are available:

- An updated prospectus of any of the funds you may invest in through the 401(k) Retirement Plan;
- Financial statements, reports or similar materials relating to the investment funds;
- A description of the annual operating expenses of each investment option, stated as a percentage of net assets;
- The value of the portion of your accounts invested in a particular fund;
- The current and past investment performance of each investment option, net of expenses.

To ask for these materials or for other information related to the investment funds, call Fidelity or log on to the Fidelity Web site.

Taking a Loan

If you need to access your money while you’re still actively employed by LLNS, you may be able to take a home or general purpose loan from your Plan account balance. An eligible home loan is one that is to be used to acquire your principal residence. A general purpose loan is any loan that does not qualify as a home loan. The amount you may borrow may be subject to Plan and legal limits. You may receive only one home loan *or* one general purpose loan every 12 months, and you may only have one of each type of loan outstanding at any time.

A copy of the Plan’s loan policy is available free of charge by calling Fidelity or logging on to the Fidelity Web site (for contact information, see “For More Information” at the end of this document) and is incorporated by reference into this booklet.

How to Apply for a Loan

To request a loan, contact Fidelity or log on to the Fidelity Web site to learn the amount available, the current interest rate, the repayment amounts and the required documentation (for contact information, see “For More Information” at the end of this document).

Loan Fees

If you take a loan from your 401(k) account:

- There is a loan set-up fee of \$50.00 withdrawn from your account for each new loan you request.
- You must also pay interest on your loan. The interest rate in effect on the date of the loan will not be adjusted during the repayment period, unless it is required by law.

Loans are repaid by payroll deduction. Your loan will be placed in default if you don't make the loan repayments when due. If loan repayments can't be made in full through payroll deduction because you're on a leave of absence, you must make your loan payments through electronic fund transfer or any other means approved by the Plan Administrator.

Special rules apply while you're on an active military leave under the Uniformed Services Employment and Reemployment Rights Act (USERRA). For example, if you are on a leave that qualifies under USERRA, you may elect to suspend or continue your loan payments during your leave and you generally may request that the interest charged during your military leaves not exceed 6% per annum. For more information, contact Fidelity (for contact information, see "For More Information" at the end of this document).

Making a Withdrawal

Although the 401(k) Retirement Plan is designed to help you save for retirement, you may be eligible to take a withdrawal from the Plan while you are still an active employee. Any withdrawal amount you receive is subject to federal withholding taxes, except for a withdrawal of your after-tax contributions. Before withdrawing money from the 401(k) Retirement Plan, be sure to review the tax consequences, as explained in a special notice that you will receive with your distribution packet. If you don't receive this notice, please contact Fidelity (for contact information, see "For More Information" at the end of this document).

You can obtain a copy of the special tax notice and/or apply for any of the distributions described below by calling Fidelity (for contact information, see "For More Information" at the end of this document).

The following types of withdrawals are available under the 401(k) Retirement Plan:

- Hardship withdrawals,
- Age 59½ withdrawals,
- Withdrawals of after-tax contributions, and
- Rollover withdrawals.

Hardship Withdrawals

If you have certain financial hardships, you may be eligible to withdraw all or part of your before-tax contributions. You may not, however, withdraw earnings generated by these contributions. The purpose of the withdrawal must be to satisfy an immediate and heavy

financial need, and you may not withdraw more than the amount required to satisfy the financial need. This amount may include an amount required to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution.

To be eligible for a distribution, you must represent in writing that you are not capable of relieving the immediate and heavy financial need through any other resources that are reasonably available to you, including:

- Reimbursement of payment from insurance or other sources,
- Reasonable liquidation of assets,
- Canceling elective 401(k) or after-tax contributions,
- Taking any loans available to you from this 401(k) Retirement Plan or any other retirement plan,
- Borrowing from commercial sources on reasonable terms in an amount sufficient to satisfy the need, or
- Withdrawal of any available funds from this 401(k) Retirement Plan or any other retirement plan.

Hardship withdrawals are available for the following situations:

- Costs (excluding mortgage payments) directly related to the purchase of your principal residence,
- To pay for post-secondary education expenses (tuition, related educational fees, room and board) for the next 12 months for you, your spouse (within the meaning of Federal law), your children, certain of your dependents as defined in federal law, or your primary beneficiary,
- To prevent your eviction from or foreclosure on your principal residence,
- To pay medical expenses for you, your spouse (within the meaning of Federal law), your children, certain of your dependents as defined in federal law, or your primary beneficiary,
- To pay for burial or funeral expenses for your parent, your spouse (within the meaning of Federal law), your children, or certain of your dependents as defined in federal law, or your primary beneficiary,
- To pay for damages to your principal residence (limits apply), and
- For any other events provided for in IRS guidance.

Age 59½ Withdrawals

Once you reach age 59½, you may withdraw all or a portion of your account balance, adjusted for investment gains and losses, for any reason. You should contact Fidelity in order to determine precisely which of your accounts will be affected by your withdrawal.

Withdrawals of After-Tax Contributions

If you made after-tax contributions to the 401(k) Retirement Plan, you may withdraw all or a portion of these amounts, adjusted for investment gains and losses, at any time.

Rollover Withdrawals

If you made one or more rollover contributions to the 401(k) Retirement Plan from an eligible retirement plan or IRA, you may withdraw all or a portion of these amounts, adjusted for investment gains and losses, at any time.

How to Request a Withdrawal

If you wish to make a withdrawal, call Fidelity to find out the amount available and what documentation you'll need to show to qualify. [A Withdrawal Application and instructions will be mailed to you.] You should carefully review the Tax Information Notice so that you are aware of the federal income tax consequences of taking a withdrawal from the Plan.

The application form and all required documentation must be submitted to Fidelity. Assuming you submit all required documentation, you'll receive a check within 5 to 7 business days. Timing may vary depending on circumstances.

For Fidelity's contact information, see "For More Information" at the end of this document.

Receiving a Final Distribution

Eligibility to Receive Benefits

In addition to taking a withdrawal at age 59½, if you have a "severance from employment" with LLNS as determined by LLNS in accordance with federal tax rules, you're eligible to receive a distribution of the total value of your 401(k) Retirement Plan accounts, less any outstanding loan(s) that haven't been repaid.

How to Request a Distribution

You may apply for a distribution by calling Fidelity; for contact information, see "For More Information" at the end of this document. When you request a distribution, you will receive more information about your distribution options and a special notice about the tax implications of 401(k) Retirement Plan payments. If you do not receive this information, please contact the Plan Administrator. (For contact information, see "For More Information" at the end of this document).

Before you request a distribution, you should consult with your tax advisor to determine the financial impact.

Receiving Your Benefit

Your payment options depend on the value of your account balance.

If Your Total Plan Benefit Is Less than \$1,000

If the value of your 401(k) Retirement Plan benefit is \$1,000 or less when you have a severance from employment with LLNS, you will receive a single sum payment of your total benefit. You may choose to receive this benefit in cash, roll it over to another employer's eligible 401(k) retirement plan, or roll it over to an IRA.

You must make this choice within 30 days of the date you are notified that your benefit will be cashed out. If you do not make an election, your benefit will be distributed to you in a single sum payment, less the 20% mandatory federal income tax withholding.

If Your Total Plan Benefit Is More Than \$1,000

If the total amount of your vested account balances is more than \$1,000, you have two decisions to make:

- First, when to take your distribution; and
- Second, how you want to receive your distribution.

Form of Distribution Payment

If your account balance is more than \$1,000, you may elect from the following distribution options after you have a severance from employment or anytime on or after you attain age 59½:

- Partial distributions;
- Single sum distribution;
- Periodic payments over a specified term; or
- Rollover, full or partial.

Partial or Single Sum Cash Distribution

You may request a cash distribution of all or a part of your account balance. You should contact Fidelity in order to determine precisely which of your accounts will be affected by your distribution request.

Amounts drawn from your after-tax account and after-tax rollover account will include a pro-rata portion of taxable investment gains.

Periodic Payments

You may elect to take periodic payments directly from your account for a specified period or at a fixed dollar amount. Periodic payments may be set up to occur annually, quarterly, semi-annually, or monthly. During the payout period, your remaining account balance will stay invested in the manner you have chosen. You should contact Fidelity in order to determine precisely which of your accounts will be affected by distribution of your periodic payments.

Amounts drawn from your after-tax account and after-tax rollover account will include a pro-rata portion of taxable investment gains.

Here's how it works:

- You elect the total number of payments you wish to receive. For example, if you want monthly payments to last 10 years, you would indicate 120 monthly payments. Each payment amount will most likely vary with this method since your payment amount is determined by dividing the current account balance by the number of payments remaining.
- Once you reach age 70½, minimum distribution requirements apply. (See “Minimum Distribution Requirements” on page 24 for details.)
- If you are age 70½ or older and have terminated your employment with LLNS, the period remaining may not exceed your life expectancy or the joint life expectancy of you and your designated beneficiary.

Important!

The LLNS 401(k) Retirement Plan does not offer an annuity payment option. If you are interested in a third-party annuity, you would need to select an annuity company, then request a direct rollover from Fidelity to the annuity company. For more information, consult your tax or financial advisor.

Rollover Distribution

You may roll over a portion or all of your full or partial single sum distribution, or periodic payments you elect to receive over a period of fewer than 10 years into a traditional Individual Retirement Account (IRA), a Roth IRA if applicable, or another employer's eligible retirement plan provided that plan accepts rollover contributions. You cannot roll over periodic payments scheduled over a period of 10 years or more, or amounts distributed because you reached your required beginning distribution date.

Rolling over your distribution allows you to continue deferring taxes. (Keep in mind, though, that if you roll over only a portion of your distribution, the amount not rolled over is taxed accordingly.) Generally, you have 60 days to roll your distribution over into another tax-favored plan. Be sure to check with the plan receiving the rollover for specific details.

There are two ways you can make a rollover to an IRA or another employer's eligible retirement plan:

- To make a direct rollover, call Fidelity or log on to Fidelity's Web site and provide the information on the other plan into which your balance will be rolled over (for contact information, see “For More Information” at the end of this document).
- For other rollovers, you receive your distribution from the 401(k) Retirement Plan and handle the rollover yourself. Keep in mind that you must complete the rollover within 60 days of receiving your distribution or the money from your account is considered a distribution rather than a rollover, and is subject to all applicable taxes, which may include penalty taxes.

Your spouse (within the meaning of Federal law), beneficiary, former spouse or surviving spouse may request a direct rollover if he/she is entitled to receive a distribution, either under the terms of a qualified domestic relations order (QDRO) or because of your death. (See “Interests Not Transferable” below for details.)

You should review the Tax Information Notice for federal income tax consequences of electing or not electing a direct rollover distribution.

When Distributions Begin

Generally, you must request a distribution in order for payments to begin. In the absence of an affirmative election, the Plan Administrator will consider you to have elected to defer receiving payment of your accounts until your required distribution date (see “Minimum Distribution Requirements” below).

Minimum Distribution Requirements

You are required by law to begin to receive a distribution from the 401(k) Retirement Plan no later than April 1 of the calendar year following the calendar year that you turn 70½ or have a severance from employment, whichever is later. If you are a five percent owner of LLNS or an affiliated company, you must receive your distribution no later than April 1 of the calendar year following the calendar year you turn 70½. If you reach your required beginning date but fail to make an election with respect to the form of payment, the Plan provides that the total amount of your vested account balances will be paid to you in a single sum payment.

Federal law also regulates the amount of the distribution that you must take each year, as well as the amount that your beneficiaries must receive from the Plan after your death.

Interests Not Transferable

Your 401(k) Retirement Plan benefits generally can't be paid to anyone other than you or your beneficiary (unless required by law). For example, these amounts can't be used as collateral for a commercial loan or payment of debts. Thus, except as otherwise required by law, your rights and benefits under the Plan are not subject to attachment, garnishment, or execution, or to transfer by operation of law in the event of bankruptcy or insolvency. However, the Plan Administrator will comply, for example, with certain tax liens and qualified domestic relations orders.

Qualified Domestic Relations Orders

The 401(k) Retirement Plan will pay benefits according to a valid qualified domestic relations order (QDRO) if it is properly served on the Plan and accepted by the Plan Administrator. A QDRO is a state court order, decree or judgment under a state's domestic relations law that directs a plan administrator to pay all or a portion of a participant's 401(k) Retirement Plan benefits to a spouse, former spouse, child or a dependent (“alternate payee”). The terms of the 401(k) Retirement Plan control all questions of benefit entitlement and calculation. The Plan Administrator (or its delegate) will supply the alternate payee, or his or her representative with

Plan and benefit information and suspend Plan benefit payments for a period of up to 18 months upon notification to the Plan Administrator that a domestic relations order is being sought.

For more information or for a copy of the procedures governing QDROs (provided at no charge), contact the Plan Administrator.

Duty to Keep Plan Administrator Informed

You or your beneficiary (if you die) must notify the Plan Administrator if you (or your beneficiary) move or change mailing addresses.

If a benefit becomes payable under the Plan and efforts to locate you or your beneficiary are unsuccessful, after two years from the date it becomes payable, the account will be treated as forfeited. An amount forfeited in this manner will be restored, without earnings, upon presentation of an authenticated claim by you or your beneficiary, or the account owner's personal representative.

How to Obtain More Information

You may want to consult with a professional tax advisor regarding federal, state and local tax issues and your personal financial situation before you take a payment of your benefits from the 401(k) Retirement Plan. Also, you can find more specific information on the tax treatment of payments from qualified employer plans in IRS Publication 575, *Pension and Annuity Income* and IRS Publication 590, *Individual Retirement Arrangements*. These publications are available from your local IRS office, on the IRS website at www.irs.gov or by calling 1-800-TAX-FORMS.

Designating a Beneficiary

You may designate any living person or persons as your beneficiary. This is who will receive your 401(k) Retirement Plan benefits when you die. You must designate your beneficiary(ies) according to the procedures established by the Plan Administrator, and the Plan Administrator must receive your designation before you die.

If you are married, you must designate your spouse as beneficiary unless your spouse consents to the non-spouse beneficiary designation in writing, and the spouse's consent is witnessed by a Plan representative or notary.

If you do not name a beneficiary, your 401(k) Retirement Plan benefits will be paid as follows:

- First, to your spouse (within the meaning of Federal law), then
- If none, to your domestic partner as identified in a valid registration with the Employer, then
- If none, to your child or children, including adopted child or children, (a child or children of a deceased child will take the deceased child's share), then
- If none, to your parent or parents, then

- If none, to your sibling or siblings, then
- If none, to your estate.

Your beneficiary may also designate a beneficiary to receive any amounts remaining in your account if he or she dies after you die.

Death Benefits

When you die, the designated share of your accounts will be payable to your beneficiary at the time of death in a single sum payment. If your beneficiary dies before receiving his or her designated share of your accounts, the beneficiary's share will be immediately payable to the beneficiary's beneficiary. Payment of death benefits will be subject to procedures established by the Plan Administrator.

Payment to a beneficiary generally will be made in a single sum distribution within five years of your death. If you have begun payment of your account in the form of periodic distributions, these may continue until December 31 of the calendar year containing the fifth anniversary of your death. Your beneficiary may elect, however, to receive his or her entire interest in the Plan as a single sum distribution at any time prior to that date. If the beneficiary is your surviving spouse (within the meaning of Federal law) or former spouse (in accordance with the terms of a QDRO), he/she may be able to roll over all or part of the accounts to an eligible retirement plan or an IRA. If the beneficiary is not your surviving spouse or former spouse (receiving benefits in accordance with the terms of a QDRO), he or she may be able to roll over all or part of the accounts to an IRA. This IRA will be subject to rules concerning inherited IRAs. For more information, see IRS Publication 590, *Individual Retirement Arrangements*, available from your local IRS office, on the IRS website at www.irs.gov or by calling 1-800-TAX-FORMS.

Rules, Regulations and Administrative Information

Your Rights under the Employee Retirement Income Security Act of 1974 (ERISA)

As a participant in the LLNS 401(k) Retirement Plan, you're entitled to certain rights and protections under ERISA. ERISA provides that all 401(k) Retirement Plan participants are entitled to:

- **Receive Information about Your Plan and Benefits**
 - Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the 401(k) Retirement Plan and a copy of the latest annual report (Form 5500 Series) filed by the 401(k) Retirement 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 401(k) Retirement Plan 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.

- Receive a summary of the 401(k) Retirement Plan’s annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this Summary Annual Report (SAR).
- Obtain a statement telling you whether you have a right to receive a retirement benefit at normal retirement age (age 59½) and if so, what your benefits would be at normal retirement age if you stop working under the 401(k) Retirement Plan now. If you do not have a right to a retirement benefit, the statement will tell you how many more years you have to work to get a retirement benefit. This statement may be requested in writing and the 401(k) Retirement Plan will provide it free of charge.

▪ **Prudent Actions by Plan Fiduciaries**

- In addition to creating rights for 401(k) Retirement Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the 401(k) Retirement Plan. The people who operate your 401(k) Retirement Plan, called “fiduciaries” of the 401(k) Retirement 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 retirement benefit or exercising your rights under ERISA.

▪ **Enforce Your Rights**

- If your claim for a retirement 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 401(k) Retirement Plan documents or the latest annual report from the 401(k) Retirement Plan and don’t receive them within 30 days, you may file 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 weren’t sent because of reasons beyond the administrator’s control. If you have a claim for benefits which is denied or ignored, in whole or in part, after exhausting the Claims and Appeals Procedures described in this SPD, you may file suit in a state or federal court. In addition, if you disagree with the 401(k) Retirement Plan’s decision or lack thereof concerning the qualified status of a domestic relations order, after exhausting the Claims and Appeals Procedures you may file suit in a federal court. If it should happen that 401(k) Retirement Plan fiduciaries misuse the 401(k) Retirement 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’re 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 401(k) Retirement Plan, you should contact the Plan Administrator as shown in “Plan Administrator and Plan Administration” on page 32. 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:

**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.

Claims and Appeal Procedures

Claims Procedure

A “claim” occurs when a participant or beneficiary either (i) makes an application for a benefit under the Plan, or (ii) disputes a determination by the Plan Administrator (or a person authorized by the Plan Administrator) of the amount of any benefit or the resolution of any matter affecting a benefit under the Plan. A claim or appeal may be filed by an authorized representative of the participant or beneficiary who is the claimant. A participant or beneficiary may not submit a dispute with respect to a benefit under this Plan more than one year after the date the individual has knowledge of all material facts that are the subject of the dispute.

Claims for benefits under the Plan should be filed with the Plan Administrator (or its delegate) using, if required by the Plan Administrator, forms provided for that purpose. The Plan Administrator will give you written notice of the disposition of a claim within 90 days after the claim has been filed, unless special circumstances require an extension of time for processing, in which case such notice of disposition will be given within 180 days after the application has been filed.

If your claim is denied in whole or in part, the Plan Administrator will give you a written explanation stating the reasons for the denial. The written notification will include:

- The specific reason for the denial;
- Specific references to the pertinent Plan provisions on which the denial is based;
- A description of any additional material or information that you need to submit with an explanation of why such material or information is necessary;
- An offer to provide you, on request, free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim for benefits; and
- A description of the Plan's review procedures and the time limits applicable to the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.

Appeal Procedure

If you want a review of a denied claim you may submit an appeal in writing in a manner acceptable to the Benefits and Appeals Committee. The deadline for submitting any such appeal will be 60 days after you receive the written notification of the denial of the claim, as described above. Within 60 days following the receipt of the notice of appeal, the Benefits and Appeals Committee, or its delegate will give you either (i) a written notice of the decision of the reviewer, or (ii) if special circumstances require an extension of time for review, a notice of a 60-day extension of the review period. In the latter case, the notice of the decision of the reviewer will be delivered to the claimant by the Benefits and Appeals Committee (or its delegate) within 120 days after the application has been filed. The Benefits and Appeals Committee's review will take into account all comments, documents, records, and other information you submit, without

regard to whether that information was submitted or considered in the initial benefit determination.

If your appeal is denied, the notification will:

- explain the specific reasons and specific Plan provisions on which the decision is based;
- include a statement describing any voluntary appeal procedures offered by the Plan and the claimant's right to obtain information about these procedures;
- include a statement regarding your right to bring a civil action under ERISA 502(a); and
- offer to provide you, on request, free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim for benefits.

The Plan Administrator has full and complete discretion to:

- Make findings of fact pertaining to a claim or appeal,
- Interpret the Plan as applied to the facts, and
- Decide all aspects of the claim or appeal.

The decision by the Benefit and Appeals Committee (or its delegate) will be the final and conclusive administrative review proceeding under the Plan. You are required to pursue all administrative appeals under the Plan as a precondition to challenging the denial of your claim in a lawsuit. You may not submit a dispute to a court with respect to a denied claim under this Plan more than one year after the date the Benefits and Appeals Committee renders its final decision upon appeal.

General Plan Provisions and Plan Administration

Benefits Not Insured

Benefits provided under the 401(k) Retirement Plan are not insured or guaranteed by the Pension Benefit Guaranty Corporation under Title IV of the Employee Retirement Income Security Act of 1974, as these ERISA provisions do not apply to this Plan. You are entitled to the vested benefits in your account based upon the provisions of the 401(k) Retirement Plan and the value of your account will fluctuate with investment gains and losses.

Controlling Law

To the extent not superseded by the laws of the United States (in particular the Employee Retirement Income Security Act), the laws of California (without regard to any choice of law principles) will be controlling in all matters relating to the Plan.

Costs of Administration

The costs of administration of the Plan will be paid from the assets of the Plan, if they are not paid by the employer directly. Costs may include, but are not limited to, expenses for professional, legal, accounting, record keeping, and investment services. The Plan Administrator may authorize certain costs, such as loan fees and account fees, to be charged directly against a Participant's or Beneficiary's accounts. If expenses initially are paid by the employer, the employer may be reimbursed from the Plan.

No Employment Rights

The Plan does not constitute a contract of employment, and participation in the Plan does not entitle you to a guarantee of employment or to any right or claim to any benefit under the Plan, unless such right or claim has specifically accrued under the terms of the Plan.

Plan Revision and Termination

LLNS, by action of the LLNS Executive Committee or its delegate, can amend, terminate, or partially terminate the Plan at any time. Any amendment or termination will be made in writing. The terms of the Plan cannot be changed by oral statements of the Plan Administrator, Trustee or any other individual or entity with real or apparent authority with respect to the Plan.

"Top Heavy" Considerations

If the 401(k) Retirement Plan becomes "top-heavy"—that is, if the value of benefits for key employees exceeds 60% of the total benefits—LLNS will make changes necessary to satisfy the federal tax code rules for top-heavy plans. This may include making minimum contributions to your account in accordance with federal law. You will be notified if this applies to you.

Waiver of Notice

Any notice required under the Plan may be waived by the person entitled to such notice.

Plan Details

Plan Name

LLNS 401(k) Retirement Plan

Plan Type

The Plan is a profit sharing plan with a 401(k) feature.

Plan Identification

Employer Identification Number: 20-5624386

Plan Number: 001

Plan Year

Plan Year generally means the 12-month period beginning on January 1 and ending on December 31.

Plan Administrator and Plan Administration

The Benefits and Investment Committee is the Plan Administrator, with full discretionary authority to administer and interpret the Plan, including discretionary authority to determine eligibility for participation and for benefits under the Plan, to appoint one or more investment managers, to correct errors to the extent practicable, to make determinations under the Plan's claims and appeal procedures, and to construe ambiguous terms. The Benefits and Investment Committee may delegate its discretionary authority and such duties and responsibilities as it deems appropriate to facilitate the day-to-day administration of the Plan and, unless the Benefits and Investment Committee provides otherwise, such a delegation will carry with it the full discretionary authority to accomplish the delegation. Determinations by the Benefits and Investment Committee or its delegate will be final and conclusive upon all persons.

Plan Administrator

Benefits and Investment Committee
Lawrence Livermore National Security, LLC
7000 East Avenue
Mail Stop L-640
Livermore, CA 94550
925-422-9955

Recordkeeping Services

Fidelity Investments Institutional Operations Company provides record keeping services. Fidelity's address is:

Fidelity Investments Institutional Operations Company
82 Devonshire Street
Boston, MA 02109

Plan Sponsor

Lawrence Livermore National Security, LLC (“LLNS”)
7000 East Avenue
Mail Stop L-640
Livermore, CA 94550
925-422-9955

Plan Trustee

BNY Mellon Asset Servicing
500 Grant Street
Pittsburg, PA 15258

Agent for Service of Legal Process

The agent for service of legal process is:

LLNS Counsel
Lawrence Livermore National Security, LLC
7000 East Avenue L-640
Livermore, CA 94550

Source of Funding

BNY Mellon maintains a trust fund on behalf of the Plan. The operation of this trust fund is based on a trust agreement. All contributions will be paid into the trust, and all benefits under the Plan will be paid from the trust.

For More Information

This SPD describes highlights of the LLNS 401(k) Retirement Plan. The official Plan document governs and controls all rights and benefits in case of any conflict with the explanations given in this SPD or in any other oral or written statements made by the Plan Administrator, Trustee or any individual with real or apparent authority in maintaining the Plan. Some terminology in this SPD differs from that in the Plan document. If you would like to examine the Plan documents or ask questions about the Plan, contact your Plan Administrator.

Where to Get Information	
Lawrence Livermore National Security, LLC	
Address	7000 East Avenue Mail Stop L-640 Livermore, CA 94550
Phone	925-422-9955
LLNL Web site	https://benefits-int.llnl.gov/
Fidelity	
Address	Fidelity Investments P.O. Box 770002 Cincinnati, Ohio 45277-0090
Phone	(800) 835-5095
Fidelity Web site	www.netbenefits.com For log in instructions, see your Fidelity enrollment guide in your enrollment kit.