THE SCRIPPS RESEARCH INSTITUTE
DEFERRED COMPENSATION PLAN

SUMMARY PLAN DESCRIPTION

June 2008
The Scripps Research Institute (“TSRI”) sponsors The Scripps Research Institute Deferred Compensation Plan (which is referred to in this booklet as the “Plan”). The Plan covers a select group of employees and allows them to defer compensation on a tax-favorable before-tax basis.

The following is a summary of the significant features of the benefits provided under the Plan. The purpose of this summary is to acquaint you with the important details and workings of the Plan’s benefits and to describe in non-technical language how it affects you and your family. You are urged to read this summary carefully.

The terms of the Plan’s benefits are formally stated in and will be governed in every respect by the actual Plan documents. Copies of the Plan documents are available for your inspection at the offices of TSRI and also may be examined at any time during regular business hours.

**General Description of the Plan’s Benefits**

The Plan is a written document that sets forth a program under which you, as a Plan participant, can obtain significant benefits. The Plan is governed by section 457(b) of the Internal Revenue Code (and this type of plan is often referred to as a “457(b) plan”).

To participate in the Plan, you agree to defer (or contribute) a certain amount of your compensation to the Plan. TSRI will establish a bookkeeping account on your behalf (referred to as your “Account”). This Account will be credited with the portion of your compensation you defer into the Plan, plus or minus earnings or losses. In 2008, the maximum contribution you can make is $15,500.

Contributions to the Plan are not taxable when made. Instead, they are taxable when distributed to you or otherwise made available (generally after employment termination). Earnings on your Account balances prior to distribution will accumulate for you tax-free. In general, amounts distributed to you from the Plan are treated as ordinary taxable income for federal and state tax purposes when received.

All Plan contributions must be invested with Fidelity Investments. Fidelity Investments may be contacted as follows:

Fidelity Investments  (800) 343-0860  www.mysavingsatwork.com
You are encouraged to consult with a tax advisor who is knowledgeable with regard to the taxation of distributions from eligible deferred compensation plans prior to receiving a distribution from the Plan.

It is important to note that the amounts deferred under the Plan remain the property of TSRI, and are subject to the claims of general creditors of TSRI, until distributed to you. No assets of TSRI will be held in trust or as security to pay benefits under the Plan.

**Participation in the Plan**

**What does participation in the Plan mean?**

If you are a participant in the Plan, you may elect to defer a portion of your compensation for each month. TSRI will credit the amount of that deferral (called your “Tax Deferred Contributions” in this booklet) to your Account under the Plan. Your election must be made and in effect before the beginning of a month to have it apply for that month.

**Who is eligible to participate in the Plan?**

An executive of TSRI is eligible to participate in this Plan if (i) he or she is classified as a Vice President, Full Professor or Senior Scientific Director, (ii) is at least age 45, and (iii) is receiving a 20% contribution under The Scripps Research Institute Faculty and Management Retirement Plan.

**When can I enroll in the Plan?**

If you are a current employee of TSRI eligible to participate, you have received a Plan enrollment package. Newly eligible employees will receive the package upon becoming eligible. This package will contain the information necessary to join the Plan and designate beneficiaries. You will receive detailed information on the investment fund choices available under the Plan in the package. Alternatively, you may make an appointment with a benefits representative in Human Resources by calling 858-784-8487 or you may contact Fidelity Investments to learn more.

To begin making contributions, you must contact Fidelity Investments by phone at 1-800-343-0860 or by logging on to Fidelity Investments’ website at [www.mysavingsatwork.com](http://www.mysavingsatwork.com) to authorize salary reductions.

**When do I become a participant?**

You will become a participant on the first day of the month following the date Fidelity Investments receives your salary reduction authorization. If you are a new employee and you are eligible, you may become a participant in the month in which you become an employee, but your salary reduction authorization must be received on or before your first day of service.

If you elect not to participate when you are first eligible, you may join at any later time by contacting Fidelity Investments by phone at 1-800-343-0860 or by logging on to Fidelity Investments’ website at [www.mysavingsatwork.com](http://www.mysavingsatwork.com) to authorize salary reductions. You will...
become a participant on the first day of the month following the date Fidelity Investments receives your salary reduction authorization.

During the enrollment process, you will be requested to:

• Authorize TSRI to deduct the contributions from your pay;

• Designate a beneficiary to receive the value of your Account in the event of your death;

• Direct the investment of all contributions among the investment choices available under the Plan; and

• Select your Normal Retirement Age.

Your Normal Retirement Age may be any age between age 65 and age 70 ½ . This is a one-time election and is irrevocable.

May a participant elect not to defer compensation?

Yes. Participation in this Plan is voluntary.

Will a participant be permitted to change his election regarding Plan participation?

Yes. If you should later wish to increase, decrease or stop your contributions, you may do so at any time by contacting Fidelity Investments by phone at 1-800-343-0860 or by logging on to Fidelity Investments’ website at www.mysavingsatwork.com. The change will be effective as soon as administratively practicable, but not earlier than the first day of the month following the date you properly notify Fidelity Investments of the change.

When will I cease participation in the Plan?

You may continue to participate in the Plan until your employment with TSRI is terminated for any reason or, if earlier, until you are no longer in the class of employees eligible to participate in the Plan. Notwithstanding the foregoing, your deferral election may apply to compensation payable after you terminate employment as described below under “Tax Deferred Contributions to the Plan”.

If I leave TSRI, may I join the Plan if I am rehired?

Yes. You elect to participate in this Plan for each period of employment and are treated as a new employee upon reemployment. Therefore, following reemployment, you may become a participant in the Plan in accordance with the rules described above under “When do I become a participant?”
Tax Deferred Contributions to the Plan

General Amount

Commencing with the payroll period which begins after you become a participant, for each paycheck, you may elect to defer any dollar amount of your “compensation.” Compensation for this purpose means your base salary plus any bonus or incentive pay received from TSRI for your services as an employee. Compensation may include accumulated sick pay, accumulated vacation pay or back pay if the deferral agreement is entered into before the amount becomes currently available and you are an employee in the month of deferral. Compensation may also include (i) amounts paid by the later of 2½ months after your termination of employment or the end of the calendar year which includes your termination, if such amount would otherwise have been included in compensation had it been paid prior to your termination of employment, and (ii) amounts paid by TSRI on your behalf when you are not performing services as an employee due to qualified military service. Please contact the Human Resources Department for more information regarding compensation subject to deferral.

The maximum dollar amount you can contribute in 2008 is $15,500. This dollar limit will increase in future years as discussed in the next paragraph. Your deferral election will remain in effect until you elect to change or revoke it. TSRI will credit the amount of your Tax Deferred Contributions to the Account established on your behalf. Any amounts you contribute in excess of the applicable deferral limitation for the Plan Year will be distributed to you (along with any income allocable to such amounts) not later than April 15 following the end of such Plan Year.

The total amount of Tax Deferred Contributions you make in a calendar year may not exceed the lesser of 100% of your “includible compensation” or $15,500 (in 2008). The $15,500 amount is adjusted in later years for cost of living increases. “Includible compensation” means, generally, your base salary or wages, overtime and bonuses and other amounts included in gross income for services performed for TSRI (see above paragraph) as well as other amounts required to be included as “includible compensation” under Treasury Regulations. It also includes certain amounts not includible in gross income, such as your Tax Deferred Contributions to this Plan, contributions made to another TSRI-sponsored 457 plan, and before-tax contributions you may make under a TSRI-sponsored flexible benefits plan.

Special Amount Allowed in the Three Years Before Normal Retirement Age

In each of the last three Plan Years ending before the Plan Year in which you attain your Normal Retirement Age, you may elect to defer an amount which is more than the general limit described above. Instead of the general limit described above, in any or all of these three Plan Years, your deferral limitation is the lesser of:

- two times the deferral dollar limit in effect for that Plan Year

OR

- the general limit (described above) in effect for that Plan Year, plus any part of the general limit for earlier Plan Years in which you were eligible to participate in the Plan, but that you did not use.
Military Leave Make-Up Contributions

If you become absent from your job for qualified military leave in the U.S. uniformed military service and then timely return to employment with TSRI, you may be entitled to make additional deferrals to make up for deferrals you missed during your period of military leave in accordance with the Uniformed Services Employment and Reemployment Act of 1994 ("USERRA"). The amount of these additional deferrals cannot exceed the maximum amount you would have been permitted to contribute to the Plan during the period of qualified military service had you actually been employed by TSRI during that period, and must also be made within a certain period of time following your reemployment. For more information on your rights under USERRA and military leaves, a VETS directory and additional information is available at www.dol.gov/vets. You can also contact Fidelity Investments.

When will Tax Deferred Contributions vest on a participant’s behalf?

All Tax Deferred Contributions you make, including earnings on those contributions, are immediately 100% vested.

Are there any events which could cause Tax Deferred Contributions by a participant to be paid to the participant as cash compensation?

Yes. The Internal Revenue Code sets a limit on the maximum contribution that may be made on your behalf for any year under this Plan. The limits are described in detail at the beginning of this section. If the amounts deferred by you exceed these limits, then such excess amount of your Tax Deferred Contributions will be paid to you as taxable cash compensation. Excess deferrals (and any income thereon) will generally be distributed to you not later than April 15 following the close of the Plan Year in which the excess deferrals were made.

Your Investment Options

You decide how your Account will be deemed invested for purposes of determining the rate of income or loss to be allocated to your Account. Investment elections (and any changes to your investment elections) are made by contacting Fidelity Investments by phone at 1-800-343-0860 or by logging on to Fidelity Investments’ website at www.mysavingsatwork.com.

You have several investment options available under the Plan. The details of the funds currently available are provided in separate brochures or prospectuses, which contain a description of the fund’s objectives, investment performance history and costs associated with the investment. Please contact Fidelity Investments for the latest information on the investments available under the Plan.

You can choose to have your Account deemed invested in any one or more of the investment funds in a whole percentage.

You may change your investment elections at any time. See the section below entitled “Contacting Fidelity Investments” for more information. If you make no investment election, you will be deemed to have elected the Fidelity Freedom Fund with the target date closest to the year in which you would turn age 65.
Account Statements

Four times each year you will receive a statement of your Account. This statement will show your contributions made since the last statement, your total Account balance, as well as the profits and losses of each investment fund you have selected. The statement will be effective as of the end of each calendar quarter (March 31, June 30, September 30 and December 31) and will be made available as soon as practical after the end of the calendar quarter. Generally, it will take several weeks following the end of the quarter to prepare and distribute the statements.

Fees, Charges or Expenses That Apply to the Deemed Purchase or Sale of the Funds

Where available, please refer to the prospectus for an investment fund for details on the fees, charges and expenses which are charged to your Account in connection with the deemed purchase or sale of shares of a fund. You have a choice of several different mutual funds available through Fidelity Investments. You can obtain information on the current mutual fund choices and prospectuses on those funds by contacting Fidelity Investments by phone at 1-800-343-0860 or by logging on to Fidelity Investments’ website at www.mysavingsatwork.com.

Participants investing with Fidelity Investments may not directly transfer funds out of the Principal Fixed Account into a competing fund within Fidelity Investments. Funds from the Principal Fixed Account must first be transferred into a non-competing fund for a period of 90 days. After this 90-day period, the funds may be transferred into a competing fund. Please contact Fidelity Investments if you have any questions about this restriction.

Additional Information Available Upon Request

The following additional information is available from Fidelity Investments upon request:

- a description of the annual operating expenses of each designated investment alternative (e.g., investment management fees, administrative fees, transaction costs), and the aggregate amount of such expenses expressed as a percentage of average net assets of the designated investment alternative;

- copies of any prospectuses, financial statements and reports, and of any other materials relating to the investment alternatives available under the Plan, to the extent such information is provided to the Plan;

- a list of the assets comprising the portfolio of each designated investment alternative, the value of each such asset (or the proportion of the investment alternative which it comprises), and, with respect to each such asset which is a fixed rate investment contract issued by a bank, savings and loan association or insurance company, the name of the issuer of the contract, the term of the contract and the rate of return on the contract;

- information concerning the value of shares or units in designated investment alternatives available to you under the Plan, as well as the past and current investment performance of such alternatives, determined, net of expenses, on a reasonable and consistent basis; and
• information concerning the value of shares or units in designated investment alternatives held in your Plan account.

You can obtain this information by contacting Fidelity Investments by phone at 1-800-343-0860 or by logging on to Fidelity Investments’ website at www.mysavingsatwork.com. You can also contact the Human Resources Department.

Plan Valuations

The value of your Account will be adjusted daily to reflect the current market value of the investment fund(s) in which your Account is invested.

Contacting Fidelity Investments

In addition to receiving statements of your Account, you also have access to information about your Account through Fidelity. This service is available Monday through Friday from 8:00 a.m. to 6:00 p.m. (Eastern Standard Time) and Saturday and Sunday from 8:00 a.m. to 4:00 p.m. (Eastern Standard Time). It can be accessed from any touch tone telephone. You can contact Fidelity Investments by calling 1(800) 343-0860 or by logging on to Fidelity Investments’ website at www.mysavingsatwork.com.

In order to access information on your Account, you must have available your Account number and other identifying information.

You can receive the following information and conduct the following transactions for your Account daily:

• daily price information for investments
• Account balance inquiries
• investment direction changes
  o changing the investment direction for existing amounts allocated to your Account
  o changing the investment direction for future contributions

Trading Restrictions

Recently there has been much scrutiny surrounding mutual fund investments, including the issues of market timing, sometimes referred to as short-term trading or disruptive trading, and late trading. Market timing is a type of excessive trading which occurs when the same individual repeatedly buys and sells fund shares quickly to take advantage of price changes over short periods of time. Late trading occurs when shares are traded based on news released after the market closes or on the direction the futures markets indicate the next day's open will take.

To help protect the interests of all investors, a mutual fund may establish certain rules around transfer privileges that are allowed for that fund. Expenses of each mutual fund,
including costs associated with transfers, are generally borne by all investors in that mutual fund regardless of their individual trading activity. Excessive or disruptive trading generally increases the expenses of the mutual fund and reduces the mutual fund earnings for all mutual fund shareholders. Late trading generally reduces the mutual fund earnings for all mutual fund shareholders.

It is your responsibility as an investor in a mutual fund to understand and abide by the rules of that mutual fund, as described in its prospectus. As an investor, you have the privilege of transferring your existing Account balances among the mutual funds within a carrier and between carriers. However, certain mutual funds may include policies and procedures that restrict the ability of fund investors to engage in frequent transfers of funds, late trading and other investment activities that may increase the expenses of the fund or reduce the fund earnings for all fund shareholders. Those mutual funds may temporarily or permanently terminate the transfer privilege or impose other sanctions if your trading activity violates the restrictions imposed by a mutual fund.

The particular rules associated with a mutual fund are set forth in its prospectus. Most mutual funds prohibit disruptive trading. To obtain copies of the prospectuses for the mutual funds available under the Plan, contact Fidelity Investments.

Additionally, the Plan Administrator may, in its sole discretion, impose restrictions on the ability of participants to engage in frequent transfers of funds, late trading, and other investment activities that may increase the expenses of the mutual fund or reduce the fund earnings of other participants that are mutual fund shareholders. You will be advised in advance if any such restrictions are imposed.

**Distribution of Plan Benefits**

**When will my Plan benefits be distributed?**

If you terminate employment for any reason, including death, disability or retirement, then unless you elect a later date in accordance with the procedures described below, distribution will begin no later than the sixtieth (60th) day following your termination of employment.

**Example of Timing**

A participant terminated employment with TSRI on June 15, 2008. Payment will be made by August 15, 2008 unless the participant properly elects to delay receipt of the distribution.

The value of your Account is determined on the valuation date which immediately precedes the date of distribution.

**How may I elect to delay commencement of my Plan benefits?**

You may make one or more elections to delay the commencement of benefits to a date later than the automatic payment date described above. This election must be made before your Account first becomes payable under the Plan (which would be either sixty (60) days following termination of employment or such later date elected in a prior deferral election). You may elect that benefits commence on any specific future date as long as benefits commence no later than
the date you attain age 70 ½ or, if later, sixty (60) days after you terminate employment. In addition, after your Account first becomes payable under the Plan, you may make one additional election to delay receipt to a specific future date provided you make the additional election before the actual commencement of benefits.

What is the Normal Retirement Age under the Plan?

At the time you join the Plan you will decide your Normal Retirement Age. It can be any age between age 65 and age 70 ½. This is a one-time election and is irrevocable.

What forms of payment may I elect for my distribution?

You may elect payment in one or any combination of the following forms of payment:

- lump sum payment, or
- substantially equal installment payments (on a monthly, quarterly, or annual basis as you select) over a fixed period not to exceed ten years (but the length of time over which payments are made must satisfy Internal Revenue Service minimum distribution rules). If you select installment payments, you may make your election at any time prior to the thirtieth (30th) day before payment is to commence.

**Important:** If you fail to designate a form of distribution more than thirty (30) days before payment occurs, your Account will be paid in the form of a single lump sum cash payment.

Withdrawals While Employed

You may request a withdrawal from your Account while you are employed by TSRI under the circumstances described below.

Financial Hardship Withdrawals

You (or your beneficiary in the event of your death) may request a withdrawal from your Account if you (or your beneficiary) have a severe financial hardship which is an unforeseeable emergency resulting from one of the following events or circumstances:

- An illness or accident which befalls you or your beneficiary, or an illness or accident of your or your beneficiary’s spouse or dependent (as defined in Section 152 of the Internal Revenue Code, without regard to Section 152(b)(1), 152(b)(2) and 152(d)(1)(B) of the Internal Revenue Code);
- The loss of your property or your beneficiary’s property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner’s insurance, e.g., such as damage that is the result of natural disaster);
- Other similar extraordinary and unforeseeable circumstances arising from events beyond your or your beneficiary’s control, such as:
• the imminent foreclosure or eviction from your primary residence or your beneficiary’s primary residence;

• the need to pay for funeral expenses of a spouse or dependent (as defined in Section 152(a) of the Internal Revenue Code, without regard to Section 152(b)(1), 152(b)(2) and 152(d)(1)(B) of the Internal Revenue Code); or

• the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication.

Also, in determining whether you have incurred an unforeseeable emergency, your beneficiary may be treated the same as your spouse or dependent. This is the individual you have designated as your beneficiary to receive all or some portion of your Account in the event of your death (see the section below called “May I designate beneficiaries to receive a distribution of my Account in the event of my death?”).

Payment of college tuition or the purchase of a house are not considered unforeseeable emergencies under the Plan.

The amount of the hardship withdrawal cannot exceed the amount reasonably necessary to satisfy the emergency (including applicable taxes and penalties reasonably anticipated to result from the withdrawal). The hardship withdrawal will not be available to the extent the amount needed is or may be relieved through reimbursement or compensation by insurance or otherwise, by liquidation of your assets (to the extent that liquidation of your assets would not itself cause severe financial hardship), or by stopping deferrals under the Plan.

Small Amount Withdrawals

You may also request a withdrawal of all or any portion of the value of your Account while you are employed by TSRI if the following three conditions are satisfied:

• The total value of your Account is less than the amount specified by the Internal Revenue Service ($5,000 in 2008);

• You have not deferred any amounts to the Plan during the two-year period ending on the date of the distribution; and

• You have not received a prior small account withdrawal.

Please contact Fidelity Investments for more information if you believe you qualify to make a withdrawal from your Account while you are employed by TSRI and wish to withdraw funds from your Account.
**Death Benefits Payable Under the Plan**

May I designate beneficiaries to receive a distribution of my Account in the event of my death?

Yes. You may name beneficiaries, on a beneficiary designation form, to receive the value of your Account and you may change your beneficiary designation at any time by filing a new form with Fidelity Investments. Beneficiary Designation forms may be obtained from Fidelity Investments. If you are married, your spouse must consent in writing to the designation of any other beneficiary who is entitled to more than 50% of the Account.

If you have not designated a beneficiary or if there is no surviving designated beneficiary, and you die, the value of your Account will be paid as provided in the Plan document, which provides for payment in this order to:

- Your surviving spouse or “domestic partner” (as defined below)
- Your surviving children
- The personal representative of your estate
- The person or persons who can verify by affidavit or court order to the Committee that they are legally entitled to the Plan benefits.

For purposes of the Plan, “domestic partner” means (i) any person who is a “registered domestic partner” within the meaning of Section 297 of the California Family Code, (ii) any person who is registered as a domestic partner with a governmental body pursuant to the law of another state or locality, or (iii) any person who, with you, has filed an Affidavit of Domestic Partnership with TSRI, provided such Affidavit is still effective. Please contact the Human Resources Department if you have any questions regarding this information.

How are payments made to my beneficiary?

If you die before your Account has been paid in full, the unpaid balance will be paid to your beneficiary in one lump sum as soon as reasonably practicable.

**Benefit Security**

Is it possible for me to lose my benefits under the Plan?

Yes. Your Account may be lost or substantially reduced in certain situations, including the following:

- If TSRI becomes insolvent, in which event your rights will be no greater than those of general unsecured creditors under federal and state law.
- If the market value of the fund or funds you have selected decreases due to market conditions.
- If the Plan is required to pay all or a portion of your Account to your spouse,
former spouse or a dependent under the terms of a qualified domestic relations order.

- If certain requirements of Federal tax law are not satisfied in any year, the level of contributions may be reduced or returned to certain employees.

- If you (or your beneficiary) do not provide TSRI with your most recent address and you cannot be located. Make sure TSRI and Fidelity always have your current address.

- If you (or your beneficiary) fail to make proper application for benefits or fail to provide necessary information.

May I assign or transfer my interest in the Plan?

No. Except in the case of a domestic relations order that is qualified under the terms of the Plan and applicable law, you may not assign or otherwise transfer your interest in the Plan to anyone else. A qualified domestic relations order permits the division of property (including Plan benefits) pursuant to divorce and certain other domestic relations proceedings. If your benefits under the Plan are going to be divided pursuant to such a proceeding, the Human Resources Department has sample orders available for your use. Upon request, the Human Resources Department will provide you a copy of the procedures the Plan uses to determine whether or not a domestic relations order is qualified.

Are the benefits under the Plan insured?

No. The benefits provided under the Plan are not insured.

**Plan Management**

Who administers the Plan?

TSRI has appointed a Committee to administer the Plan (the “Committee”). The Committee has full discretion to administer and interpret the Plan and to determine eligibility for benefits under the Plan. Any action or determination of the Committee involving the administration, application or interpretation of the Plan or eligibility for benefits under the Plan is final and binding on all persons.

**Amendment and Termination of the Plan**

May the Plan be amended?

Yes. The Plan may be amended by TSRI at any time.

May the Plan be terminated?

Yes. TSRI may terminate the Plan at any time.

**Claim Procedures**

How do I make a claim for benefits under the Plan?
You apply for benefits under the Plan by completing and submitting a form provided by the Human Resources Department. All claim determinations are made by the Committee and you will be notified, usually within 90 days, of the decision. However, if the Committee needs more time, it may extend the period by 90 additional days and will notify you of that extension. If you believe you are entitled to a distribution under the Plan and the claim is denied, please follow the procedure below.

If my claim is denied, what further actions may I take?

If your claim is denied, you will be notified in writing and will be provided the following information:

- the specific reasons for the adverse determination
- specific references to the Plan provisions on which the determination is based
- a description of any information necessary for your claim to be granted and an explanation of why that information is necessary, and
- a description of the Plan’s claim review procedures, the time limits under the procedures and a statement regarding your right to bring a civil action under section 502(a) of the Employee Retirement Income Security Act (“ERISA”) following an adverse benefit determination on appeal.

If your application is denied, you may request in writing, within 60 days of the denial, an appeal of the denial of your claim to a review panel selected by TSRI. You will be afforded an opportunity for a full and fair review of the claim. You may submit written comments, documents, records and other information related to your benefit claim. You will also be provided, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the benefit claim. The review panel will review the application within 60 days, unless special circumstances require an extension of time up to an additional 60 days.

TSRI has full discretion to determine eligibility for benefits under the Plan and its determination on any claim for benefits is final, conclusive and binding on all persons.

No legal or equitable action for benefits under the Plan shall be brought unless and until the participant or beneficiary:

(a) has submitted a written application for benefits in accordance with the procedures described above,
(b) has been notified by the Committee that the application is denied,
(c) has filed a written request for an independent review of the application in accordance with the appeal procedure described above, and
(d) has been notified in writing by the Committee that the appeal has been denied.
Notwithstanding the foregoing, if the Committee does not respond within the time limits specified above, you have the right to bring a civil action in the appropriate court.

**Effect of this Summary**

This summary is intended merely to highlight some of the major provisions of the Plan. The employees, participants, and beneficiaries of the Plan should refer only to the Plan in order to determine their rights under the Plan. If there is any inconsistency between this summary and the Plan, the Plan provisions control. A copy of the Plan can be obtained from TSRI.

**Payment of Plan Expenses**

TSRI will pay the costs of administering the Plan.

**Plan Information**

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<th>The Scripps Research Institute Deferred Compensation Plan</th>
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10550 N. Torrey Pines Road  
La Jolla, CA 92037 |
| Plan Administrator: | Benefits Administration Committee  
The Scripps Research Institute  
10550 N. Torrey Pines Road  
La Jolla, CA 92037 |
| Employer Identification Number: | 33-0435954 |
| Plan Number: | 004 |
| Plan Year: | January 1 – December 31 |
| Type of Plan: | Unfunded Deferred Compensation Plan |
| Agent for Service of Legal Process: | Plan Administrator |
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<td>Example of Timing</td>
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<td>How may I elect to delay commencement of my Plan benefits?</td>
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<tr>
<td>What is the Normal Retirement Age under the Plan?</td>
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<td>What forms of payment may I elect for my distribution?</td>
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