

NOTICE OF CHANGES TO THE SCRIPPS RESEARCH INSTITUTE GROUP HEALTH AND WELFARE PLAN AND ITS COMPONENT PLANS

Effective April 1, 2009

The Employee Retirement Income Security Act (ERISA) requires that TSRI notify participants each time an important change is made to The Scripps Research Institute Group Health and Welfare Plan (the "Group Health and Welfare Plan") and its component plans.

The changes described in this document affect health benefits and should be kept with your Group Health and Welfare Plan Summary Plan Description ("Summary Plan Description") and other benefit materials for future reference. Please refer to the Group Health and Welfare Plan Summary Plan Description ("Summary Plan Description") for more information regarding the benefits and changes described below.

SPECIAL ENROLLMENT RIGHTS

A new subsection entitled "Special Enrollment Pursuant to the Children's Health Insurance Program Reauthorization Act of 2009" is added to the Summary Plan Description as follows:

Page 13: The new subsection is added to the "Medical Benefits/Employee Eligibility" section of the Summary Plan Description, immediately following the subsection on pages 12-13 entitled "Special Enrollment for Loss of Other Coverage."

Page 18: The new subsection is added to the "Medical Benefits/Effective Date of Dependent Coverage" section of the Summary Plan Description, immediately following the subsection on pages 17-18 entitled "Special Enrollment for Loss of Other Coverage."

The new subsection reads as follows:

Special Enrollment Pursuant to the Children's Health Insurance Program Reauthorization Act of 2009

If you are eligible, but not enrolled, for coverage under a group health plan maintained by the Employer (or your Dependent is eligible, but not enrolled, for such coverage), a special enrollment period is available, and you may enroll yourself and/or your eligible Dependent for coverage under the group health plan, if either of the following conditions is met:

- You or your dependent are covered under a Medicaid plan or under a Children's Health Insurance Program (CHIP) and your coverage, or your dependent's coverage, under such a plan terminates as a result of loss of eligibility for such coverage, and your request for enrollment under the group health plan is made within 60 days after the date of termination of such coverage; or
- You or your dependent become eligible for premium assistance as to coverage under the Employer's group health plan under such Medicaid plan or CHIP plan, and your request for enrollment is made within 60 days after the date you or your dependent become eligible for the premium assistance.

TERMINATION OF COVERAGE PROVISIONS

Page 13, “Termination of Coverage”

The section of the Summary Plan Description under “Medical Benefits” entitled “Termination of Coverage” is revised to read as follows:

Termination of Coverage

Your coverage stops on the earliest of the following dates:

- the last day of the month in which your employment terminates;
- the first day of the next administratively practicable pay period after the date you are no longer eligible for coverage under the Plan;
- the first day of the next administratively practicable pay period after the date Human Resources receives, In Writing, your intent to stop medical coverage for yourself due to a qualified status change by completing a Benefits Coverage Change Form;
- the date when the Plan you are enrolled in terminates;
- the end of the period for which you paid contributions, if you do not make the next required contribution when due;
- the date that coverage for a particular service is no longer provided under the Plan;
- coverage for you or any of your covered dependents may be also be terminated for cause on the date specified in the Plan Administrator’s Written notice of its determination that:
 - ♦ you or your covered dependent made a fraudulent statement, a material misrepresentation, or omitted any material information in any enrollment, claim or other form; or
 - ♦ you or your covered dependent, by allowing another individual to use the information regarding your (or your dependent’s) coverage, services or Benefits under the Plan, assisted such other individual in obtaining Plan coverage, services or Benefits that he or she was not entitled to receive under the terms of the Plan; or
 - ♦ you or your covered dependent altered any prescription or referral furnished by a service provider under the Plan; or
 - ♦ a specific set of circumstances results in termination of your coverage and entitlement to Benefits for cause, as determined by the Plan Administrator in its sole discretion.

In addition to termination of your or your dependent’s coverage and entitlement to Benefits, the Plan Administrator may take any other action it deems appropriate, including, but not limited to, seeking reimbursement of any amount paid under the Plan or refusing to pay any amount with respect to services rendered or expenses incurred before the date specified in the notice.

Page 18: “Termination of Dependent Coverage”

The section of the Summary Plan Description under “Medical Benefits” entitled “Termination of Dependent Coverage” is revised to read as follows:

Termination of Dependent Coverage

Your dependent coverage stops on the earliest of the following dates:

- the date the dependent coverage provisions of the Plan terminate;
- the date the Plan terminates;
- the end of the period for which you made your last contribution for dependent coverage if you do not make the next required contribution when due. However, in the case of a child covered due to a QMCSO/NMSN, you must provide proof that the child support order is no longer in effect, and that the dependent has replacement coverage which will take effect immediately upon termination or the child otherwise loses eligibility for coverage;
- the date your coverage under the Plan ends. This does not apply if your medical coverage stops because you have received the maximum Benefits under the Plan. In this case your dependent coverage continues until otherwise stopped under the Plan;
- the first day of the next administratively practicable pay period after the date your covered dependent is no longer a dependent, a Student Dependent (see below), or a handicapped dependent child as defined under the Plan;
- the first day of the next administratively practicable pay period after the date you notify Human Resources, In Writing, of your intent to stop medical coverage for your dependent or dependents due to a qualified status change;
- the date that coverage for a particular service is no longer provided under the Plan;
- coverage of your covered dependents may be also be terminated for cause on the date specified in the Plan Administrator’s Written notice of its determination that:
 - ♦ you or your covered dependent made a fraudulent statement, a material misrepresentation, or omitted any material information in any enrollment, claim or other form; or
 - ♦ you or your covered dependent, by allowing another individual to use the information regarding your (or your dependent’s) coverage, services or Benefits under the Plan, assisted such other individual in obtaining Plan coverage, services or Benefits that he or she was not entitled to receive under the terms of the Plan; or
 - ♦ you or your covered dependent altered any prescription or referral furnished by a service provider under the Plan; or
 - ♦ a specific set of circumstances results in termination of your coverage and entitlement to Benefits for cause, as determined by the Plan Administrator in its sole discretion.

In addition to termination of your dependent’s coverage and entitlement to Benefits, the Plan Administrator may take any other action it deems appropriate, including, but not limited to, seeking reimbursement of any amount paid under the Plan or refusing to pay any amount with respect to services rendered or expenses incurred before the date specified in the notice.

Page 54, “Termination of Coverage”

The section of the Summary Plan Description under “Dental Benefits” entitled “Termination of Coverage” is revised to read as follows:

Termination of Coverage

Your coverage stops on the earliest of the following dates:

- the last day of the month in which your employment terminates;
- the first day of the next administratively practicable pay period after the date you are no longer eligible for coverage under the Plan;
- in the event of a qualified status change event, coverage will be effective the first day of the next administratively practicable pay period after the Benefits Coverage Change Form is signed and received by Human Resources within 31 days of the status change event. For more information regarding qualified status change events, please see the section entitled "**Introduction to Benefits**";
- the date when the Plan you are enrolled in stops;
- the end of the period for which you paid contributions, if you do not make the next required contribution when due;
- the date that benefit is no longer provided under the Plan;
- coverage for you or any of your covered dependents may be also be terminated for cause on the date specified in the Plan Administrator’s Written notice of its determination that:
 - ♦ you or your covered dependent made a fraudulent statement, a material misrepresentation, or omitted any material information in any enrollment, claim or other form; or
 - ♦ you or your covered dependent, by allowing another individual to use the information regarding your (or your dependent’s) coverage, services or Benefits under the Plan, assisted such other individual in obtaining Plan coverage, services or Benefits that he or she was not entitled to receive under the terms of the Plan; or
 - ♦ you or your covered dependent altered any prescription or referral furnished by a service provider under the Plan; or
 - ♦ a specific set of circumstances results in termination of your coverage and entitlement to Benefits for cause, as determined by the Plan Administrator in its sole discretion.

In addition to termination of your or your dependent’s coverage and entitlement to Benefits, the Plan Administrator may take any other action it deems appropriate, including, but not limited to, seeking reimbursement of any amount paid under the Plan or refusing to pay any amount with respect to services rendered or expenses incurred before the date specified in the notice.

Page 58, “Termination of Dependent Coverage”

The section of the Summary Plan Description under “Dental Benefits” entitled “Termination of Dependent Coverage” is revised to read as follows:

Termination of Dependent Coverage

Your dependent coverage terminates on the earliest of the following dates:

- the date the dependent coverage provisions of the Plan terminates;
- the date the Plan terminates;
- the end of the period for which you made your last contribution for dependent coverage if you do not make the next required contribution when due. However, in the case of a child covered due to a QMCSO, you must provide proof that the child support order is no longer in effect, that the dependent has replacement coverage which will take effect immediately upon termination or the child otherwise loses eligibility for coverage;
- the date your coverage stops under the Plan. This does not apply if your Dental coverage stops because you have received the maximum Benefits under the Plan. In this case your dependent coverage continues until otherwise stopped under the Plan;
- the first day of the next administratively practicable pay period after the date your covered dependent is no longer a dependent, Student Dependent (see below) or a handicapped dependent child as defined by the Plan;
- the first day of the next administratively practicable pay period after the date you notify Human Resources, In Writing, of your intent to stop Dental coverage for your dependent or dependents due to a qualified status change;
- the date that coverage for a particular service is no longer provided under the Plan;
- coverage of your covered dependents may be also be terminated for cause on the date specified in the Plan Administrator's Written notice of its determination that:
 - ♦ you or your covered dependent made a fraudulent statement, a material misrepresentation, or omitted any material information in any enrollment, claim or other form; or
 - ♦ you or your covered dependent, by allowing another individual to use the information regarding your (or your dependent's) coverage, services or Benefits under the Plan, assisted such other individual in obtaining Plan coverage, services or Benefits that he or she was not entitled to receive under the terms of the Plan; or
 - ♦ you or your covered dependent altered any prescription or referral furnished by a service provider under the Plan; or
 - ♦ a specific set of circumstances results in termination of your coverage and entitlement to Benefits for cause, as determined by the Plan Administrator in its sole discretion.

In addition to termination of your dependent's coverage and entitlement to Benefits, the Plan Administrator may take any other action it deems appropriate, including, but not limited to, seeking reimbursement of any amount paid under the Plan or refusing to pay any amount with respect to services rendered or expenses incurred before the date specified in the notice.