

**TAX SHELTERED ANNUITY PLAN  
SUMMARY PLAN DESCRIPTION**

This Summary Plan Description describes The Scripps Research Institute Tax Sheltered Annuity Plan as in effect January 1, 2007

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## **INTRODUCTION**

*Providing for a financially secure retirement is, for most individuals, their most important financial priority. The Scripps Research Institute (called “TSRI” in this booklet) makes a substantial contribution to your retirement income. This booklet has been prepared to help you understand your Tax Sheltered Annuity Plan (called the “Plan” in this booklet) and to help you to begin now to plan for your retirement years.*

*To prepare for retirement, you need to understand the sources of your retirement income, which generally will come from: Social Security, The Scripps Research Institute Cash Balance Plan or The Scripps Research Institute Faculty and Management Retirement Plan, The Scripps Research Institute Tax Sheltered Annuity Plan, and your personal savings and investments. The first two sources can provide a basic level of income, but if there’s a gap between the amount you’ll need and the amount you’ll receive, your Tax Sheltered Annuity Plan contributions and other personal resources can bridge that gap.*

*This Summary Plan Description explains the Plan as in effect on January 1, 2007. It is intended to describe the Plan to you in easy-to-understand terms, and do it as accurately as possible. If these pages inadvertently say anything that disagrees with the formal documents that govern the Plan, the legal Plan documents are the ones that must be followed.*

## HOW THE PLAN WORKS

The Plan is a tax sheltered annuity plan established under section 403(b) of the Internal Revenue Code. To contribute to the Plan, you must enter into an agreement authorizing TSRI to make contributions to the Plan from your pay, which will be forwarded to Fidelity Investments.

Fidelity Investments is currently the Plan's only authorized funding agency. All Plan contributions must be invested with Fidelity Investments. Fidelity Investments may be contacted as follows:

Fidelity Investments	(800) 343-0860	<a href="http://www.mysavingsatwork.com">www.mysavingsatwork.com</a>
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The Plan previously authorized other funding agencies: Franklin Investments, Lincoln National Life Insurance Co., TIAA/CREF, Standard Life Insurance Company and Travelers Life Insurance Company. These funding agencies are still authorized funding agencies for investments made prior to June 1, 2006 and are referred to in this booklet as "Grandfathered Funding Agencies". You may not make contributions to Grandfathered Funding Agencies after June 1, 2006. You must contact the applicable Grandfathered Funding Agency for information regarding investments and other specifics of your agreement with such Agency:

Lincoln National Life Insurance Co.	(800) 341-0441	<a href="http://www.lfg.com">www.lfg.com</a>
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TIAA/CREF	(800) 842-2776	<a href="http://www.tiaa-cref.org">www.tiaa-cref.org</a>
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Franklin Templeton Investments	(800) 342-5236	
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Standard Life Insurance Company	(800) 247-6888	<a href="http://www.standard.com">www.standard.com</a>
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Travelers Life Insurance Company	(800) 842-9406	
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TSRI reserves the right to make changes in the authorized funding agency and to choose additional or alternative funding agencies from among the insurance and investment companies that offer investment vehicles permitted for section 403(b) plans. TSRI also reserves the right to make changes in the funds offered through any authorized funding agency including eliminating one or more such funds.

Benefits under the Plan are based on employee contributions, TSRI contributions made up to December 31, 1995 on your behalf (if any) and any investment gains and losses allocated to your Plan account. Your Plan account is composed of the total of your accumulated contribution(s) invested with Fidelity Investments and any Grandfathered Funding Agency in which you continue to maintain investments.

## PARTICIPATION

### Eligibility to Participate

If you are a participant in the Plan, you remain a participant as long as you are an "eligible employee" (as defined below).

Each other eligible employee automatically becomes a participant on the first day of the payroll period following employment (or if later, upon transfer to an “eligible employee” status with TSRI).

An “eligible employee” is each employee who is regularly scheduled to work a minimum of 20 hours per week. However, an employee who normally works fewer than 20 hours per week, or an individual who is a leased employee or is not classified as an employee by TSRI, is not eligible. Also, an employee who is covered by a collective bargaining agreement is not eligible unless otherwise provided in the bargaining agreement.

### **Becoming a Participant**

Participation in the Plan is voluntary. You decide whether or not you wish to make before-tax contributions.

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.

Participation begins as of the first administratively practicable payroll period following your salary reduction authorization. If you do not choose to make before-tax contributions when you are first eligible, you can begin making them on the first day of any later pay period following your salary reduction authorization.

Pay withholding authorization is made pursuant to a salary reduction agreement entered into with Fidelity Investments as described above. Because your contributions are made by salary reduction, your contribution is taken out of your pay before withholding for Federal or applicable state income tax. For Federal and applicable state income tax purposes, you reduce your taxable income by the amount you contribute; however, you still pay FICA taxes based on your total gross pay.

### **When Participation Ends**

Active participation ends upon transfer to an ineligible status or leaving TSRI for any reason. However, you remain a participant as long as you have an account under the Plan.

## **CONTRIBUTIONS**

### **Employee Contributions**

You may elect to contribute any dollar amount of your pay to the Plan, subject only to the limits on contributions under applicable law. These amounts are not subject to Federal or applicable state income taxes. Therefore, the Internal Revenue Service limits the dollar amount of your before-tax contributions to a certain dollar maximum. The dollar limit in 2007 is \$15,500, and is increased for cost-of-living thereafter. The dollar amount also includes any other before-tax contributions you make during the calendar year to any other employer’s “403(b)” tax sheltered annuity plan, “401(k)” plan, and salary reduction Simplified Employee Pension (SEP) plan. Your contributions to the Plan may also be limited as described below under “Contribution Limits”.

## **Additional Employee Contributions After Attainment of Age 50**

If you are, or will be, at least age 50 by the end of the applicable calendar year, then once you have made the maximum permissible before-tax contributions allowed above, you may elect to make an additional before-tax contribution. The additional contribution you may make in 2007 is \$5,000, and is increased for cost-of-living thereafter.

The word “pay” means your total pay paid to you for services rendered to TSRI while you are an eligible Plan participant. Also included are your before-tax contributions to this Plan and any pre-tax contributions you make under the Section 125 medical or dependent care reimbursement plans. However, pay does not include compensation in excess of \$225,000 in 2007 (or other dollar limit set by federal law for a year).

## **Election to Contribute**

When you first become a Participant, you will specify the specific dollar amount of your pay you wish to contribute. The amount you have elected will be deducted from each of your paychecks until you change or cancel your election.

## **Changing or Stopping Employee Contributions**

You may change the amount you have elected to contribute at any time, with the change effective the first day of the next administratively practicable pay period 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).

You may completely discontinue your before-tax contributions to the Plan whenever you wish by contacting Fidelity Investments as described above. The cancellation will be effective as soon as administratively practicable after you initiate the cancellation.

You may resume before-tax contributions on the first day of any later pay period. To resume contributions, contact Fidelity Investments as described above.

## **Cash Balance Match Credits**

If you are an eligible participant in the Cash Balance Plan, TSRI will match 50% of what you defer to the Plan (to a maximum of 3% of your pay). The match will be in the form of credits to your account, if any, in the TSRI Cash Balance Retirement Plan in accordance with the terms of the TSRI Cash Balance Retirement Plan.

## **Rollover Contributions**

If you are an eligible employee (see discussion above under “Eligibility to Participate”), you may make rollover contributions to the Plan, even if you have not elected to make before-tax contributions. Rollover contributions are certain distributions from eligible tax sheltered annuity 403(b) retirement plans, 457(b) plans maintained by state and local governmental agencies or from qualified plans described in Section 401(a) or 403(a) of the Internal Revenue Code, that are rolled over to the Plan within 60 days of their receipt by the eligible employee or which are directly

transferred to this Plan from the other plan (or from a conduit Individual Retirement Account (IRA)). You may not rollover after-tax contributions made to another plan. You may invest rollover contributions in the same investment funds that are available for investment of before-tax contributions. Rollover contributions will not be accepted from IRAs other than conduit IRAs.

### **Contribution Limits**

Because Federal tax law limits how much a participant can contribute, there may be cases where your before-tax contributions are less than the amount which would otherwise apply. Three significant limits applicable to this Plan are described in this section.

### **Elective Deferrals**

- Limit on Elective Deferrals: As described above, in any calendar year, a person ordinarily may contribute a maximum of \$15,500 (to be adjusted after 2007 as described above) in before-tax contributions to the Plan. Please note that the dollar amount includes other before-tax contributions you may have made in the same calendar year to another employer's 403(b), 401(k) or salary reduction SEP.

### **Overall Contribution Limit**

In addition to the limit on elective deferrals, there is a limit on the total amount you may contribute to the Plan on a tax-deferred basis in any calendar year. This limit applies to your elective deferrals, and also considers any TSRI contributions made on your behalf.

- Overall Contribution Limit: The overall limit on Plan contributions allocated to you under this Plan in any calendar year is \$45,000 or 100% of pay, whichever is less (this amount is subject to adjustment).

To the extent that you have made salary reduction contributions for the tax year in excess of the limit on elective deferrals described above, you will have made "excess deferrals." Excess deferrals are included in your gross income for the taxable year in which the deferral is made. Unless the excess is refunded to the participant, along with allocable earnings, by April 15 of the calendar year following the year of deferral, the excess deferrals are also included in gross income in the year distributed from the Plan. There is no early withdrawal penalty tax applicable to a refund made by the April 15 deadline. In order to meet the April 15 deadline, you must submit your request for an excess deferral refund to Human Resources no later than February 28 following the end of the Plan year in which the excess deferrals were made. TSRI may not be able to accommodate any request made after February 28.

To ensure compliance with these contribution limits, it is important that you notify TSRI if you are an owner of a business and participate in any retirement plans sponsored by that business.

### **VESTING**

Vesting is the process of acquiring a non-forfeitable right to a benefit. Under this Plan, you are always fully vested from the day you begin to participate in your before-tax contributions, and where applicable, TSRI contributions made on your behalf.

## **YOUR INVESTMENT OPTIONS**

### **Initial Application**

Contributions made by you, and TSRI (where applicable), are invested in the manner you select. Contributions can be allocated among any or all of the individual investment funds offered through Fidelity Investments.

The Plan is intended to be an “ERISA Section 404(c) plan” which means the Plan intends to satisfy the requirements of Section 404(c) of the Employee Retirement Income Security Act (ERISA). TSRI is the “404(c) fiduciary” for the Plan however certain functions have been delegated to Fidelity Investments (or Grandfathered Funding Agency, as applicable). (See the section below entitled “Federal Income Tax Consequences of Plan Distributions”). You are solely responsible for directing the investment of your Plan account and learning about the available investment options. Fiduciaries of the Plan, including TSRI, are relieved of liability for any losses that are the direct and necessary result of your investment instructions.

### **Changing Your Investments**

Several options are open to employees wishing to make changes to how their retirement monies are allocated. These include:

- Changing Allocation of Future Contributions: You may change your allocations and/or future contributions 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](http://www.mysavingsatwork.com). Please review the applicable fund’s prospectus for any trading restrictions and other important information.
- Transfer Existing Balances From a Grandfathered Funding Agency to Fidelity Investments: In order to make a transfer, you must contact Human Resources to obtain the applicable transfer form(s). Once you complete and submit any necessary forms, Fidelity Investments will contact the transferring Grandfathered Funding Agency and effect the exchange.

### **Restrictions on Transfers Between Principal Fixed Account and Fidelity Investments**

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.

### **Special Notes: 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 funding agency. 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 (or Grandfathered Funding Agency, as applicable) that are listed above under the section entitled "How the Plan Works".

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.

#### **INFORMATION AVAILABLE FROM FIDELITY OR GRANDFATHERED FUNDING AGENCY UPON REQUEST**

For purposes of directing the investment of your Plan account, you may obtain, upon request, the following information from Fidelity Investments (or Grandfathered Funding Agency):

- 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 which constitute plan assets under ERISA, 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.

Contact information for Fidelity Investments and Grandfathered Funding Agencies is described above in the section entitled “How the Plan Works”. You can also contact the Human Resources Department.

## **ACCOUNT STATEMENTS**

Account statements are provided to you at least quarterly by Fidelity Investments (or Grandfathered Funding Agency, as applicable). The account statement will show the status of your accumulations, including the total amount of contributions for the report period, and the current value of your accumulation in each fund in which you have invested (including any gains or losses).

## **WHEN BENEFITS ARE PAID**

Your Plan account will be payable upon your retirement or other termination of employment, or upon your death (payable to your beneficiary).

### **Retirement or Other Termination**

If you retire, become disabled or otherwise terminate employment, you may elect to have your account paid to you. Alternatively, you may choose to defer payment of your account until as late as April 1 following the calendar year in which you turn 70 ½ (or, if earlier, the date of your death). If you are still an active employee and are age 70 ½ or older, you may defer payment until you retire.

### **Death**

In the event of your death, your account with Fidelity Investments will be paid as described below:

- Death After Retirement Benefits Commence: If you die after you begin to receive retirement benefits, depending on the form in which your benefits are being paid, a death benefit may be payable to your beneficiary. If you are married, then unless

your spouse consents otherwise, your surviving spouse shall be your beneficiary. Otherwise, a participant's beneficiary is the individual designated by the participant.

- Death Before Retirement (Unmarried Participants): If you die before receiving retirement benefits and you are NOT MARRIED at that time, your account with Fidelity Investments will be paid to your designated beneficiary or beneficiaries in a single lump sum payment or according to any other optional form of payment available to non-spouse beneficiaries from Fidelity Investments and chosen by your beneficiary (unless you had already chosen the form of benefit for your beneficiary). Your beneficiary should contact Fidelity Investments to elect the preferred payment form. If no election is received, Fidelity Investments' usual administrative procedures will apply. However, please note that under the law, a single sum payment to a non-spouse beneficiary must be made no later than the December 31 which follows the fifth anniversary of the date of your death, and payments over the life or life expectancy of a non-spouse beneficiary must begin no later than December 31 of the calendar year following the calendar year of your death.
- Death Before Retirement (Married Participants): If you die before receiving retirement benefits and you ARE MARRIED at the time of death, absent your spouse's prior consent, the full value of your account with Fidelity Investments will be paid to your surviving spouse. If the spouse consented before your death not to receive this pre-retirement death benefit and consented to a specific alternate beneficiary, your account will be paid to the beneficiary you elected.

Payment of the spouse's pre-retirement death benefit will be made in a single lump sum payment unless, with the spouse's consent, the participant selected another form of payment or, after the participant's death, the spouse elects another form of payment available through Fidelity Investments. Payments can begin anytime after your death and be delayed until December 31 of the calendar year in which you would have attained age 70-1/2.

- Beneficiary Designation: The person who will receive the value of your account in the event of your death is called your beneficiary. You must name a beneficiary to receive any death benefit payable from the Plan. Contact Fidelity Investments for the appropriate beneficiary designation form. You may change your beneficiary at any time by filing a new designation form with Fidelity Investments. If you are married, your spouse is automatically your sole beneficiary. However, your spouse can consent to the designation of any other beneficiary or beneficiaries. The spouse's consent must include a statement that your spouse understands the effect of giving his or her consent and must be witnessed by a Plan representative or a notary public. If your spouse is determined to be legally incapacitated by a court of competent jurisdiction, his or her legal guardian may give consent. Also, your spouse's consent is not required if you demonstrate to the satisfaction of the Plan Administrator that (a) your spouse cannot be located or (b) you have been abandoned by your spouse or legally separated from your spouse and you have a

court order to that effect.

If no beneficiary is named or living at the time of your death or if the Human Resources Department cannot locate your beneficiary, payment of the full amount of your account will be paid to your surviving spouse or, if none, your estate.

Benefits payable from any one of the Grandfathered Funding Agencies will be paid in accordance with your agreement with the Agency and any beneficiary designation form you have on file with such Agency.

## **HOW THE PLAN PAYS YOUR ACCOUNT BALANCE**

Your account with Fidelity Investments will be paid in the optional form of benefit payment you elect. Fidelity Investments offers the following optional forms of benefit payment:

- Lump Sum Payment. You may elect to have your entire account with Fidelity Investments paid in a single lump sum payment.
- Installments. Payments are made from your account with Fidelity Investments monthly, quarterly, semiannual or annual basis over a specified period of years, as you elect. In the event of your death, your beneficiary may elect to receive the balance of your account with Fidelity in installments or in a lump sum.
- Combination Single Sum Payment and Installments. You may elect to have a portion of your account with Fidelity Investments paid in a single lump sum with the remainder paid in installments over a specified period of years of your choice with payments made monthly, quarterly, semi-annually or annually.
- Partial Withdrawal. You may elect to have a portion of your account with Fidelity Investments paid to you, leaving the remainder of your account in the Plan subject to subject to the rules described above in the section entitled “Retirement or Other Termination”.

If you do not elect a form of benefit payment, your account with Fidelity Investments will be paid in a single lump sum payment.

Benefits payable from any one of the Grandfathered Funding Agencies will be paid in the forms available through that Agency and in accordance with your agreement with such Agency.

## **WITHDRAWALS**

### **Age 59 ½ Withdrawals**

After you turn age 59 ½, you may withdraw the total amount which you have invested with Fidelity Investments. Any withdrawal from the Plan is subject to the Plan's rules regarding methods of payment and spousal consent.

### **Financial Hardship Withdrawals**

Withdrawals while you are employed with TSRI can be made from your account with Fidelity Investments if you have a "financial hardship". Withdrawals are paid in cash and are subject to the tax consequences discussed below under "Tax Treatment of Distributions and Withdrawals".

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 initiate your request for a hardship withdrawal. Your hardship withdrawal request will then be forwarded to the Plan Administrator for approval.

If you qualify for a hardship withdrawal, you may withdraw all or any part of the before-tax contributions and earnings credited to your account before 1989. You can also withdraw all or any part of your TSRI contributions and earnings held in a custodial account as of December 31, 1988 (if applicable) and/or all or any part of your TSRI contributions and earnings held in an annuity contract. You qualify for a hardship withdrawal only if you need the money for one of the following purposes:

- You are purchasing or building a primary home for your own use
- You must pay tuition, related educational fees and room and board expenses, for up to the next twelve months of post-secondary education for yourself or your spouse, your beneficiary, children or dependents (as defined in section 152 of the Internal Revenue Code and, for taxable years beginning on or after January 1, 2005, without regard to section 152(b)(1), 152(b)(2) and 152(d)(1)(B) of the Internal Revenue Code)
- You, your spouse, your beneficiary or your dependents have incurred, or will incur, unreimbursed medical or hospital expenses (determined without regard to whether the expenses exceed 7.5% of adjusted gross income)
- To prevent your eviction from your primary home or foreclosure of a mortgage on your primary home
- To pay for burial or funeral expenses for your deceased parent, spouse, beneficiary, children or dependents (as defined in section 152 of the Internal Revenue Code and, for taxable years beginning on or after January 1, 2005, without regard to section 152(d)(1)(B) of the Internal Revenue Code)

- To pay for the repair of damage to your primary home that would qualify for the casualty deduction under section 165 of the Internal Revenue Code (determined without regard to whether the loss exceeds 10% of adjusted gross income)

Your “beneficiary” is the person you have designated to receive all or some portion of the value of your Plan account in the event of your death in accordance with the Plan’s procedures for designating beneficiaries (see the section above entitled “When Benefits Are Paid” under “Death”).

You are required to describe on the withdrawal form why you need a withdrawal in the amount requested. TSRI will review the form, and you can make a hardship withdrawal only if TSRI finds that you require the additional funds for one of the reasons listed above. If TSRI concludes that a true financial necessity does not exist or that you have other resources at your disposal to meet the need, then your request will be denied. TSRI may also allow only a part of the hardship withdrawal you requested, if it finds that your circumstances do not warrant the full amount. Before you can obtain a hardship withdrawal, you must take all non-hardship distributions and non-taxable loans available to you under plans sponsored by TSRI and any related employer. Also, for a period of six months after you make a hardship withdrawal, your before-tax contributions will be suspended.

Hardship withdrawals through Grandfathered Funding Agencies are no longer permitted.

### **Withdrawal of Amounts Held in Annuity Contracts with Grandfathered Funding Agencies**

Amounts held in an annuity contract with a Grandfathered Funding Agency as of December 31, 1988 which are attributable to your before-tax contributions may be withdrawn for any reason.

### **Making a Withdrawal**

If you would like to make a withdrawal from your account with Fidelity Investments, 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). It may take several weeks for a withdrawal to be paid to you.

### **Taxation of Withdrawals**

The entire amount of a withdrawal is taxable, generally at ordinary income rates. As is further described below, in most cases, an additional 10% federal tax will apply to the taxable amount of withdrawals made before you attain age 59 ½ (as well as any applicable state tax).

## **BORROWING FROM YOUR ACCOUNT**

You may also be able to borrow against your account with Fidelity Investments. Loans are granted to active employees on a case-by-case basis. In the event of your death, your beneficiary may also be able to borrow from your account with Fidelity Investments.

Loans through funding agencies other than Fidelity Investments are no longer permitted. If you have an existing loan through a Grandfathered Funding Agency, the terms of your loan are

governed by your loan agreement with that Agency.

### **Minimum and Maximum You Can Borrow**

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 initiate your request for a loan. Your loan request will then be forwarded to the Plan Administrator for approval. The minimum loan amount is \$1,000; the maximum loan is the lesser of:

- \$50,000 or
- one half of your account balance.

The \$50,000 is reduced by the highest loan balance you had outstanding under an old loan during the 12 months before you apply for a new loan.

### **Maximum Repayment Period**

You must repay a loan (plus interest) within five years (or up to thirty years, if the loan is for the purchase of a principal residence) by automatic deduction from your bank account. All loan payments are credited to your account with Fidelity Investments (so the interest you repay is paid to your account).

### **Interest Rate**

The interest charged on loans through Fidelity Investments is currently Prime plus one percent (1%). Prime is determined on the first business day of each calendar quarter when published in the Wall Street Journal.

### **Leaves of Absence**

If you are on an approved leave of absence without pay, you may suspend payments for up to one year (or if less, the period not extending beyond the due date of the loan or your return from the approved leave of absence) and then make up the payments when you return. The frequency and amount of such payments may not be less than the frequency and amount of payments in effect prior to the leave. The loan must be repaid in full, including the interest that accrues during the leave of absence, by the original due date of the loan. You may increase the amount of each monthly payment to be made following your return from a leave of absence in order to avoid having an outstanding lump sum balance due at the end of the original loan term.

If your original loan term was less than five years, then you may extend the term of repayment to the end of five years from the date of the your original loan term, provided that payments resume in substantially level installments (including any interest that accrued during the leave of absence), so that the loan is repaid by you no later than the end of the maximum permitted loan term.

If you go on leave in order to perform eligible service in the uniformed services, your loan payments may be suspended for the period of the military leave. A written request for suspension of loan repayment during military leave must be submitted for approval to Human Resources.

Interest will continue to accrue during the suspension. Loan repayment must resume upon completion of military service and the frequency and amount of each payment due after completion of military service may not be less than the frequency and amount of payments under the loan prior to the military leave. You may increase the amount of each monthly payment to be made following your return from a military leave of absence in order to avoid having an outstanding lump sum balance due at the end of the loan term. The loan must be repaid in full, including the interest that accrues during the period of military service, by the end of the period equal to the original term of the loan plus the period of such military service. The maximum amount of interest that can be charged on your loan during a period of suspension for military service is 6%.

If your original loan term was less than five years, then you may extend the term of repayment to the end of five years from the date of the your original loan term plus the length of the military service, provided that payments resume in substantially level installments (including any interest that accrued during the military leave of absence), so that the loan is repaid by you no later than the end of the maximum permitted loan term.

Please contact Fidelity Investments or Human Resources for further information regarding the treatment of loans during a leave of absence.

### **Spousal Consent**

If you are married, your spouse must consent in writing to the assignment of your account balance as security for the loan and such consent must be witnessed by a notary public or a Plan representative. You pay all fees associated with your loan.

### **Termination of Employment**

If you should terminate employment, the unpaid balance will be due and payable immediately.

### **Defaults**

If the loan balance is not repaid when due, the Plan will take appropriate steps to realize on its security, including causing an involuntary withdrawal from your account or treating the unpaid balance of principal and interest as a distribution from the Plan. Payments must be timely made and, in no event, less than quarterly. You should refer to the loan documentation prepared by Fidelity Investments for more detailed information regarding the due date(s) for making your loan payments and the consequences of any failure to timely make such payments or call Fidelity Investments for more information.

### **Tax Consequences**

The amount you borrow does not constitute a taxable distribution. However, if you do not repay your loan as payments are due, and in accordance with your loan documentation, the unpaid balance of principal and interest (as described above under “Defaults”) will be deemed, for tax purposes, to be a taxable distribution from the Plan. In that case you will generally be subject to the same tax consequences as if you received a distribution from the Plan. (See the section below entitled “Federal Income Tax Consequences of Plan Distributions”.)

## **TAX TREATMENT OF DISTRIBUTIONS AND WITHDRAWALS**

The Plan is intended to meet the qualification requirements of sections 403(b) and related provisions of the Internal Revenue Code. As long as the Plan remains qualified, participants will not have to recognize current taxable income for federal or state income tax purposes due to contributions made to the Plan.

- **Federal Income Tax Consequences of Annuity Payments or Installment Payments Over a Period of 10 or More Years**

An annuity distribution or installment distributions over at least 10 years from the Plan are subject to Federal income tax withholding unless you elect not to have tax withheld. You will receive a tax withholding election form when you receive your distribution. If you elect to have tax withheld from an annuity or installment distribution at termination of employment, by law the withheld amount will be calculated according to schedules published by the Internal Revenue Service. In certain cases the amount withheld may not cover the actual tax due.

- **Federal Income Tax Consequences of Lump Sum Distributions or Installment Payments Over a Period Less Than 10 Years**

In general, when a Participant receives his or her Plan benefit after retirement or termination of employment, he or she will be taxed on the value of the distribution received in the taxable year. If the Plan benefit is distributed to the participant in a lump sum, or in installment payments made over a period of less than 10 years, 20% of the taxable amount of the distribution must be withheld for federal income tax purposes, unless the distribution is “rolled over” as described below.

- **Rollovers and Transfers to Other Qualified Plans**

A participant whose employment has terminated may elect to have all or any portion of his or her Plan benefit which would be received in a lump sum, or installment payments over fewer than 10 years, transferred directly to an individual retirement account (an IRA) or another eligible retirement plan that accepts rollovers (known as a “direct rollover”). An “eligible retirement plan” means a traditional IRA, a qualified 401(a) or 403(a) plan, a “403(b)” plan maintained by certain tax-exempt entities, or a “457(b)” plan maintained by a governmental employer. This means that rather than receiving a check made payable to you, you authorize Fidelity Investments (or Grandfathered Funding Agency) to transfer your Plan benefit directly to an IRA set up in your name or to your account established under another employer’s eligible retirement plan. When the Plan benefit is directly transferred to an IRA or eligible retirement plan, no 20% federal withholding applies. Alternatively, you may elect to receive a check made payable to you (with 20% of the taxable Plan benefit withheld), and then

deposit this amount into an IRA or another type of eligible retirement plan within 60 days after receipt of the distribution (known as a “regular rollover”). However, unless you also contribute to the IRA or another type of eligible retirement plan, from your own funds, an amount equal to the 20% withheld, you will have to pay tax on the 20% that was not rolled over.

Hardship withdrawal amounts may not be rolled over, and they are not subject to the 20% federal withholding described above.

If your beneficiary under the Plan is your surviving spouse, the spouse may elect either a direct rollover or a regular rollover to an IRA or another employer’s eligible retirement plan, or may elect to receive the Plan benefit.

If your beneficiary under the Plan is someone other than your surviving spouse, he or she may be able to elect either a direct rollover to an IRA or to receive the Plan benefit (but may not elect to rollover the Plan benefit to another eligible retirement plan). For this purpose, your beneficiary may be your domestic partner, your parent, your sibling or your child, among others. The IRA will be treated as an inherited IRA. If your beneficiary is not eligible to elect a direct rollover to an IRA, he or she must receive the Plan benefit.

Your spouse or former spouse who is an “alternate payee” under a qualified domestic relations order has the same choices as an employee. Thus, the person may elect to receive the distribution or roll it over to an IRA or another employer’s eligible retirement plan that accepts rollovers.

A surviving spouse, an alternate payee, or another beneficiary is not subject to the 10% penalty tax (discussed in the next section below), even if that person is younger than 59 1/2.

- **Penalty Tax on Early Distributions or Withdrawals**

Generally, a 10% additional federal income tax (and any applicable state tax) will apply to the taxable amount of withdrawals, including hardship withdrawals, or distributions made before the participant attains age 59½. The following withdrawals or distributions, however, are exempt from the additional tax:

- Distributions rolled over into an IRA;
- Distributions made after the Participant’s death;
- Distributions attributable to the Participant’s disability;
- Distributions made after the Participant has terminated employment after having attained age 55;

- Distributions used for payment of medical expenses, to the extent they are deductible;
- Payments to an alternate payee pursuant to a qualified domestic relations order;
- Distributions that are “qualified reservist distributions” (distributions of elective deferrals to military reservists ordered or called to active military duty after September 11, 2001 and before December 31, 2007 for more than 179 days provided such distribution is made during the period of active duty);
- Distributions which are part of a series of substantially equal periodic payments (paid at least annually) for the life or life expectancy of the employee or the joint lives or joint life expectancies of the employee and his or her beneficiary; and
- Distributions which are timely made to reduce an excess salary deferral amount.

A military reservist who receives a “qualified reservist distribution” (described above) may be able to recontribute the amounts received to an individual retirement account (an IRA) on an after-tax basis provided certain requirements are met. Eligible reservists may claim a refund or credit for penalty taxes already paid if such claim is timely made. For more information, you should contact your accountant or personal tax advisor.

## **Changes in Tax Laws**

Congress may amend the Internal Revenue Code at any time. In addition, the Internal Revenue Service may at any time issue new regulations or rulings. Such developments could render all or any part of the tax discussion in this summary obsolete and TSRI assumes no responsibility for the information provided above. Also, the discussion does not include a discussion of state taxes. It is essential therefore, that participants and beneficiaries consult a qualified tax advisor to obtain current information as well as advice which is tailored to their particular circumstances.

## **CLAIM FOR BENEFITS**

### **How do I Apply for Benefits?**

The Human Resources Department is available to assist you in applying for your benefits and exercising your rights under the Plan. To ensure timely payment, you (or your beneficiary) should file the appropriate forms as soon as possible. The forms must be completely filled out and signed.

Any claim for benefits under the Plan must be made in writing to TSRI. You may also appoint an authorized representative to act on your behalf in pursuing a benefit claim or appeal of an adverse benefit determination. The form must be signed by the claimant and submitted to The Plan Administrator, The Scripps Research Institute, 10550 No. Torrey Pines Road, Mail Drop TPC-11, La Jolla, CA 92037.

## **What if My Application Is Denied?**

If your application for benefits is denied in whole or in part, TSRI will give you or a duly appointed representative, a written or electronic notice of such denial and of the right to review the claim. Such written or electronic notice will explain, in a way that the claimant can understand, the specific reasons for the denial, references to the specific Plan provisions on which the denial is based, a description of any information or material necessary to perfect the application, an explanation of why such material is necessary, an explanation of the Plan's review procedure and the time limits applicable to such procedures, and a statement of the claimant's right to bring a civil action under section 502(a) of ERISA if the claim is denied on review. Such written or electronic notice will be given to the claimant within 90 days after TSRI receives the application, unless special circumstances require an extension of time of up to an additional 90 days for processing the application. If such an extension of time for processing is required, written or electronic notification of the extension will be provided to the claimant prior to the termination of the initial 90 day period. This notice of extension will indicate the special circumstances requiring the extension of time and the date by which TSRI expects to render its decision. The claimant will be permitted to appeal such denial in accordance with the procedures described below.

## **Can I Appeal a Denial?**

Any claimant or duly appointed representative whose initial claim for benefits is denied in whole or in part, may appeal the denial by submitting to a Review Panel a written request for a review of the claim within 60 days after receipt of a notification of an adverse benefit determination from TSRI. The Review Panel is selected by TSRI.

The request for review must be made in writing and shall be addressed to the Review Panel in care of The Scripps Research Institute, 10550 N. Torrey Pines Road, Mail Drop TPC-11, La Jolla, CA 92037. The request for review shall set forth all of the grounds on which it is based, all facts in support thereof and any other matters which the claimant deems pertinent. The Review Panel may require the claimant to submit such additional facts, documents or other material as the review panel may deem necessary or appropriate in making its review. The Review Panel shall (1) give the claimant the opportunity to submit written comments, documents, records and other information relating to the claim for benefits; and (2) provide the claimant, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claimant's claim for benefits.

## **How are Decisions on Review Made?**

The Review Panel's determination will take into account all comments, documents, records, and other information that the claimant has submitted without regard to whether such information was submitted or considered in the initial benefit determination. The Review Panel will provide the claimant with written or electronic notification of its decision within a reasonable period of time, but not later than 60 days after receiving the review request, unless special circumstances require an extension of time for reviewing the request, up to an additional 60 days. If such an extension for review is required, written or electronic notification of the extension will be provided to the claimant within the initial 60-day period. The notice of extension will indicate the special circumstances requiring the extension of time and the date by which the Review Panel expects to

render a decision.

If an extension of time is required due to the claimant's failure to submit information necessary to review the application, the period of time that the Review Panel has to review the application will be tolled from the date on which the notice of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

### **What Happens if the Application is Denied on Review?**

In the event that the Review Panel confirms the denial of the claim for benefits in whole or in part, it shall provide the claimant with written or electronic notification of its benefit determination on review. In the case of an adverse benefit determination, the notification shall set forth, in a manner calculated to be understood by the claimant: (a) the specific reason or reasons for the adverse determination; (b) references to the specific plan provisions on which the benefit determination is based; (c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other relevant information to the claimant's claim for benefits; and (d) a statement of the claimant's right to bring an action under section 502(a) of ERISA.

### **Can I Bring a Lawsuit to Enforce My Rights under the Plan?**

Notwithstanding anything to the contrary in the Plan, no legal action for benefits under the Plan may be brought unless and until a claimant or duly appointed representative (1) has submitted a written application for benefits as described under the section entitled "How do I Apply for Benefits?"; (2) has received written or electronic notification from TSRI that the application is denied as described in the section entitled "What if My Application is Denied?"; (3) has filed a written request for a review of the application as described in the section entitled "Can I Appeal a Denial?"; and (4) has received written or electronic notification that the Review Panel has affirmed the denial of the application as described in the section entitled "What Happens if the Application is Denied on Review?".

## **OTHER INFORMATION**

### **Who Decides Questions under the Plan?**

Notwithstanding anything to the contrary in this summary plan description or the Plan document, TSRI has the discretionary authority to grant or deny benefits under the Plan, to determine all factual and legal questions that arise under the Plan, and to construe and interpret all terms contained in the Plan and this booklet. Benefits will be paid under this Plan only if TSRI determines in its discretion that the claimant is entitled to them.

### **Qualified Domestic Relations Order (QDRO)**

If you get divorced or legally separated, the Plan benefit may be subject to a property settlement. The court may issue a qualified domestic relations order - a court order related to divorce or separation - which could award a portion of your account balance to your former spouse. Participants and beneficiaries can obtain, without charge, a copy of the Plan's procedures governing qualified domestic relations order determination from Human Resources.

## **How Benefits Could Be Lost Or Delayed**

Your Plan accounts may be lost or substantially reduced in the following situations:

- 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 Investments (and any applicable Grandfathered Funding Agency) always have your current address.
- If you (or your beneficiary) fail to make proper application for benefits or fail to provide necessary information.

## **Changing Or Ending The Plan**

TSRI, by action of its Board of Trustees, has reserved the right to amend the Plan or terminate it at any time. Under certain circumstances, the Committee may also amend the Plan. No amendment to the Plan will reduce the amount of benefit you have accrued to date or divest you of any entitlement to a benefit. In the event of termination, distribution shall be made in accordance with the terms of the Plan and any applicable funding agency agreement. No event will cause any assets in participants' accounts to be returned to TSRI.

## **Plan Termination Insurance**

You may have heard that ERISA provides federal insurance for retirement benefits. The benefits under this Plan are not insured by the Pension Benefit Guaranty Corporation ("PBGC"). The PBGC only insures certain pension plans that provide a fixed level of benefits which must be funded with payments made by the employer, which may be insufficient to provide the promised benefits. Under this Plan you always receive the full value of your account, so the PBGC does not provide insurance for this type of plan.

## **YOUR RIGHTS UNDER ERISA**

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

### **Receive Information About Your Plan and Benefits**

- Examine without charge at TSRI's Human Resources office and at other specified locations, all documents governing the Plan, including a copy of the latest annual

report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA) (formerly the Pension and Welfare Benefit Administration).

- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including copies of the latest annual report (Form 5500 series) and updated summary plan description. The Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of the summary annual report.
- Obtain a statement telling you whether you have a right to receive a benefit at the normal retirement date (age 65) and, if so, what your benefits would be at such date if you stopped working under the Plan now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get such a right. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries," 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 your Plan benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a Plan 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 related to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance:

- if you request a copy of Plan documents or the latest annual report from the Plan Administrator and do not 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 per day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.
- if you have completed the claim and appeal procedures described above under "Claims for Benefits" and your claim for benefits is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

- if you disagree with the Plan Administrator's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in a Federal court.
- if it should happen that Plan fiduciaries misuse the Plan's money, or if you should be discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court.

The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance With Your Questions**

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration (EBSA) (formerly known as the Pension and Welfare Benefits Administration), U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the EBSA or accessing its website at <http://www.dol.gov/ebsa/>.

### **GOVERNING DOCUMENTS**

This summary is designed to explain in everyday language the highlights of the Plan. The description contained in this summary was developed with reference to the circumstances applicable to most participants and does not fully cover less usual circumstances.

The Plan document, including amendments thereto, is the only document governing your rights and benefits, and TSRI's obligations. In the event of a conflict or inconsistency between the description contained in this summary and the actual provisions of the Plan, the provisions of the Plan document will govern.

You may examine all Plan documents without charge in TSRI's Human Resources office during regular working hours, or obtain a copy of the documents upon written request to the Plan Administrator.

## **BASIC INFORMATION ON THE PLAN**

**Official Plan Name:** The Scripps Research Institute Tax Sheltered Annuity Plan

**Plan Sponsor/Employer** The Scripps Research Institute  
10550 North Torrey Pines Road  
La Jolla, CA 92037  
(858) 784-8534

**Employer Identification Number** 33-0435954

**Plan Number** 002

**Type of Plan** Section 403(b) plan

**Plan Administrator** TSRI. However, Human Resources administers the Plan on a day-to-day basis

**Agent for Service of Legal Process** Plan Administrator

**Plan Year** January 1 – December 31

### **Funding Agencies**

Fidelity Investments (800) 343-0860  
P.O. Box 770002  
Cincinnati, OH 45277-0090 [www.mysavingsatwork.com](http://www.mysavingsatwork.com)

### **Grandfathered Funding Agencies**

Lincoln National Life Insurance Co. (800) 341-0441  
[www.lfg.com](http://www.lfg.com)

TIAA/CREF (800) 842-2776  
[www.tiaa-cref.org](http://www.tiaa-cref.org)

Franklin Templeton Investments (800) 342-5236

Standard Life Insurance Company (800) 247-6888  
[www.standard.com](http://www.standard.com)

Travelers Life Insurance Company (800) 842-9406