

BENEFICIARY DESIGNATION PACKAGE

PLANS SUBJECT TO QJSA

BENEFICIARY DESIGNATION FORM

("Plan")

Name of Plan _____

1. PARTICIPANT INFORMATION

Participant's Name (Last, First, Middle Initial)	Social Security Number	Date of Birth

2. PURPOSE OF THIS BENEFICIARY DESIGNATION FORM

- New beneficiary designation
- Modification of existing beneficiary designation

3. MARITAL STATUS

- I am **NOT** married. *(Check this box if you are single, divorced, legally separated, or widowed.)*
[I understand that if I should become married, any beneficiary designation under this Beneficiary Designation Form may become null and void to the extent my spouse is not the designated beneficiary. I understand that if I should become married, I will inform the Plan Administrator of my change in marital status.]
- I am married. *(Check this box and complete the following information if you are married.)*
 Spouse's name _____
 Spouse's date of birth _____

4. PRIMARY BENEFICIARIES

I hereby designate the following person(s) as the primary beneficiary(ies) of my benefits under the above-named Plan upon my death. This designation revokes any prior beneficiary designation and will control over any other beneficiary designation made outside of the Plan. I understand that if I am married and I die prior to commencing retirement distributions under the Plan, my spouse is automatically entitled to the Spousal Death Benefit, as described in the *Explanation of Death Benefits and Designated Beneficiaries*. I may waive the Spousal Death Benefit (with my spouse's consent) in favor of an alternative beneficiary by completing a *Waiver of Spousal Death Benefit Form* and *Spousal Consent to Beneficiary Designation Form*. Any designation of a beneficiary on this *Beneficiary Designation Form* will be null and void to the extent my spouse is entitled to a Spousal Death Benefit.]

- My spouse is the 100% death beneficiary under the Plan upon my death.
- My spouse is entitled to the Spousal Death Benefit under the Plan. I name the following person(s) as my primary death beneficiary(ies) for any additional death benefits under the Plan.
- I am unmarried or I have waived (with my spouse's consent) the Spousal Death Benefit under the Plan. I name the following person(s) as my primary death beneficiary(ies) for all death benefits paid under the Plan.

NAME AND ADDRESS (IF KNOWN)	RELATIONSHIP	PERCENTAGE SHARE
TOTAL = 100%		

5. CONTINGENT BENEFICIARIES (OPTIONAL)

I hereby name the following person(s) as Contingent Beneficiary(ies) should all of the Primary Beneficiary(ies) named above fail to survive me: *(Unless stated otherwise in 6., below, Contingent Beneficiaries will benefit only if all Primary Beneficiaries named above fail to survive me.)*

NAME	RELATIONSHIP	PERCENTAGE SHARE
		TOTAL = 100%

6. SPECIAL LANGUAGE (COMPLETE THIS BOX IF YOU WISH TO ADD SPECIAL LANGUAGE REGARDING THE DESIGNATION OF PRIMARY OR CONTINGENT BENEFICIARIES UNDER THE PLAN.)**7. ACKNOWLEDGEMENT AND WAIVER**

I hereby acknowledge that I have read and understand my rights, and my spouse's rights, with respect to death benefits under the Plan, as described in the *Explanation of Death Benefits and Designated Beneficiaries*. I understand that, unless specifically designated otherwise under #6. above, if any designated beneficiary predeceases me, that individual's share of benefits will be allocated to the remaining beneficiaries in the manner described in the *Explanation of Death Benefits and Designated Beneficiaries*.

I understand that if I am married, my spouse is entitled to a Spousal Death Benefit, as described in the *Explanation of Death Benefits and Designated Beneficiaries*. If I wish to name a designated beneficiary other than my spouse (for the portion of my benefits guaranteed to my spouse), my spouse must agree to such designation by completing a *Waiver of Spousal Death Benefit Form* and a *Spousal Consent to Beneficiary Designation Form*. I understand that any change in my marital status may affect the validity and legal effect of my designated beneficiary elections. I agree to notify the Plan Administrator of any change in my marital status.

I understand I am solely responsible for the effect and validity of this form. Neither the Plan Administrator nor any other Plan representative is responsible for the elections I have made under this form. I understand that I should seek legal counsel if I wish to ensure that this form accomplishes my intentions and will be upheld upon my death.

8. SIGNATURES

PARTICIPANT'S SIGNATURE	DATE
EMPLOYER'S SIGNATURE	DATE

INSTRUCTIONS TO PARTICIPANT BENEFICIARY DESIGNATION FORM

This Beneficiary Designation Form permits you to designate a person or person(s) to receive your Plan benefits should you die prior to taking a distribution of all amounts held on your behalf under the Plan. You may use this Beneficiary Designation Form to make an initial beneficiary designation or to change an existing beneficiary designation. (For more information regarding death benefits under the Plan, see the Summary Plan Description (SPD), the Explanation of Death Benefits and Designated Beneficiaries, or contact the Plan Administrator or other Plan representative.)

The following instructions are designed to assist you in completing the *Beneficiary Designation Form*.

1. **PARTICIPANT INFORMATION.** Insert your name, Social Security number, and date of birth in the appropriate spaces.
2. **PURPOSE OF THIS BENEFICIARY DESIGNATION FORM.** Check the appropriate box.
 - a. **New beneficiary designation.** Check this box if you are a new Plan participant or if you are an existing Plan participant and this is the first *Beneficiary Designation Form* you have completed.
 - b. **Modification of existing beneficiary designation.** Check this box if you are modifying a prior beneficiary designation. This *Beneficiary Designation Form* revokes any prior beneficiary designation.
3. **MARITAL STATUS.** Check the appropriate box to designate your marital status. If you are married and you die prior to commencing retirement distributions under the Plan, your spouse is automatically entitled to a Spousal Death Benefit under the Plan, unless your spouse affirmatively waives his/her rights on a separate *Waiver of Spousal Death Benefit Form*. For more information, see the *Explanation of Death Benefits and Designated Beneficiaries*.
4. **PRIMARY BENEFICIARIES.** Insert the name, address (if known), relationship and percentage share of the death benefit of each Primary Beneficiary. If your beneficiary is an individual who is not your spouse or is not related to you, insert "Friend" in the column under **Relationship**. You may name your beneficiaries by group. For example, if you wish to leave your Plan benefits to your children still living at your death, insert "My children" in the **Name** column and "children" in the **Relationship** column. If you wish to name your Estate as your beneficiary, insert "Estate" under both the **Name** and **Relationship** column. If you wish to name a Trust as your beneficiary, insert the name of the Trust and the Trustee and the date the Trust was established under the **Name** column and insert "Trust" in the **Relationship** column. (If you name a Trust as beneficiary, you must provide additional information to the Plan Administrator. The Plan Administrator will notify you as to what additional information is needed.)

Each beneficiary will receive the share of your Plan benefits designated in the **Percentage Share** column. The total amount in the **Percentage Share** column must equal 100%. If more than one beneficiary is named for a specific share (e.g., you leave 100% of your Plan benefits to your children), then all such beneficiaries will share equally in the designated percentage of your benefits, unless specifically designated otherwise. If a Primary Beneficiary survives you, but dies prior to receiving his/her share of the death benefit, that Primary Beneficiary's estate will receive the death benefit, unless you specifically provide otherwise in the *Beneficiary Designation Form*.

5. **CONTINGENT BENEFICIARIES.** Insert the name, relationship and percentage share of any Contingent Beneficiaries. You should only name a Contingent Beneficiary if you wish to name someone (other than a Primary Beneficiary) to receive your Plan benefits if all Primary Beneficiaries die before you. A Contingent Beneficiary will only receive benefits if all named Primary Beneficiaries predecease you.

A Contingent Beneficiary will receive the share of your Plan benefits designated in the **Percentage Share** column. The total amount in the **Percentage Share** column must equal 100%. If more than one Contingent Beneficiary is named for a specific share (e.g., you name your children as Contingent Beneficiaries of 100% of your Plan benefits), then all such Contingent Beneficiaries will share equally in the designated percentage of your benefits, unless designated otherwise. If a Contingent Beneficiary survives you and is entitled to a death benefit, but dies prior to receiving his/her share of the death benefit, that Contingent Beneficiary's estate will receive the death benefit, unless you specifically provide otherwise in the *Beneficiary Designation Form*.

6. **SPECIAL LANGUAGE.** Use this section to add any special provisions for determining the Primary or Contingent Beneficiaries under the Plan. You may attach additional language to this Form if the space provided is not sufficient. Any special language must be consistent with the Plan terms and federal and state laws.
7. **ACKNOWLEDGEMENT AND WAIVER.** By signing this *Beneficiary Designation Form*, you acknowledge that you have read and understood the *Explanation of Death Benefits and Designated Beneficiaries*. You may request a copy of the *Explanation of Death Benefits and Designated Beneficiaries* from the Plan Administrator.
8. **SIGNATURES.** Sign and date the form. After reviewing your elections, the Employer will also sign and date the form. The *Designated Beneficiary Form* is not effective until it is signed by both the Participant and the Employer.

EXPLANATION OF DEATH BENEFITS AND DESIGNATED BENEFICIARIES

(“Plan”)

Name of Plan

Upon the death of a Plan participant, the participant’s surviving spouse is entitled to a guaranteed Spousal Death Benefit from the Plan. The amount and form of the guaranteed Spousal Death Benefit will depend on whether the participant dies before or after beginning retirement distributions from the Plan. If a participant dies after beginning retirement distributions from the Plan, the distribution election in effect at the date of death will dictate how any remaining benefits will be distributed from the Plan. If a participant dies before beginning retirement distributions from the Plan, the surviving spouse is entitled to the guaranteed Spousal Death Benefit. This *Explanation of Death Benefits and Designated Beneficiaries* explains the benefits available under the Plan upon the participant’s death and describes the rights of Plan participants and their spouses to designate how benefits will be paid upon a participant’s death. (For more information regarding the availability of death benefits under the Plan, read your *Summary Plan Description (“SPD”)* or contact the Plan Administrator.)

Unmarried Participants. If a participant dies prior to beginning retirement distributions under the Plan and is not married at the time of death, the participant’s vested benefit will be paid to the beneficiary(ies) designated in the most recent *Beneficiary Designation Form*. If a participant has not completed a *Beneficiary Designation Form*, the death benefit will be paid in accordance with the default distribution rules under the Plan. (For more information concerning the default distribution rules under the Plan, read your *SPD* or contact the Plan Administrator.)

Married Participants. If a participant dies prior to beginning retirement distributions under the Plan and is married at the time of death, the participant’s surviving spouse is entitled to a guaranteed Spousal Death Benefit under the Plan. For this purpose, a participant is considered married if he/she is not single, divorced, legally separated (by court order), abandoned (by court order), or widowed. The Spousal Death Benefit generally is 50% of the participant’s vested account balance under the Plan. However, the Plan may be drafted to provide for a greater Spousal Death Benefit. (See the *SPD* for a description of the Spousal Death Benefit provided under the Plan.) Unless the surviving spouse waives the Spousal Death Benefit and consents to the designation of an alternative beneficiary, the Spousal Death Benefit will be paid upon the participant’s death to the surviving spouse in accordance with the distribution rules under the Plan. (See the discussion under **Spousal Waiver**, below, for a discussion of the requirements that must be satisfied in order for a spouse to waive his/her Spousal Death Benefit under the Plan.) Any remaining death benefits (above the Spousal Death Benefit) will be paid to the beneficiary(ies) designated on the most recent *Beneficiary Designation Form* executed by the participant in accordance with the distribution rules under the Plan. (See the discussion under **Spousal Waiver**, below, for a discussion of the rights of the participant and spouse to waive the Spousal Death Benefit in favor of an alternative beneficiary.)

Example. Jim, a Plan participant, dies survived by his spouse, Jane, and their three children. Prior to his death, Jim had properly executed a *Beneficiary Designation Form* designating the three children as primary beneficiaries. Jane, Jim’s spouse, did not properly waive the Spousal Death Benefit under the Plan (see **Spousal Waiver**, below). Assuming the Plan provides for a 50% Spousal Death Benefit with respect to Jim’s entire vested account balance, Jane will receive a Spousal Death Benefit equal to 50% of the vested account balance under the Plan. The three children will receive the remaining vested account balance in accordance with the elections made under the *Beneficiary Designation Form*. If Jane had properly waived her right to the death benefit (as described in the **Spousal Waiver** section, below) Jim’s entire vested account balance would be payable to the three children.

Spousal Waiver. A surviving spouse of a married participant automatically will receive the Spousal Death Benefit unless the participant and the participant’s spouse enter into a proper waiver. To waive the Spousal Death Benefit, one of the following conditions must be satisfied.

- (1) It is established that there is no spouse, the spouse cannot be located, the participant and spouse are legally separated or the participant has been abandoned. (The participant must have a court order documenting the legal separation or abandonment.) (See the *SPD* for any special rules regarding the determination of surviving spouse for purposes of determining death benefits under the Plan.) In such case, the entire death benefit will be payable in accordance with the participant’s elections under the *Beneficiary Designation Form*. (See the discussion under **Time and Method of Payment of Death Benefit (other than Spousal Death Benefit)**, below.)
- (2) The participant and spouse complete a *Waiver of Spousal Death Benefit Form* indicating the intention of the participant and spouse to waive the Spousal Death Benefit. In addition, the spouse must complete a *Spousal Consent to Beneficiary Designation Form* indicating the spouse’s consent to the designation of the alternative beneficiary. Both the participant and spouse must sign the *Waiver of Spousal Death Benefit Form* and the spouse’s consent must be witnessed by a plan representative or notary public. The Spousal Death Benefit may be waived at any time during the election period. For this purpose, the election period is the period beginning on the first day of the Plan Year in which the participant attains age 35 and ending on the date of the Participant’s death. A participant and spouse may waive the Spousal Death Benefit prior to the election period. However, such waiver will become null and void as of the first day of the election period. The participant and spouse will need to complete a new *Waiver of Spousal Death Benefit Form* within the election period to reinstate the waiver of the Spousal Death Benefit. In addition, if a participant terminates employment prior to the beginning of the election period, the participant (and spouse) may waive the Spousal Death Benefit at any time after termination, provided that if the waiver is made prior to the regular election period and the participant returns to employment, the participant (and spouse) would need to complete a new *Waiver of Spousal Death Benefit Form* within the election period to reinstate the waiver of the Spousal Death Benefit. No waiver of the Spousal Death Benefit will be valid if the participant and spouse have not received a copy of this *Explanation* prior to executing the *Waiver of Spousal Death Benefit Form*. The participant or spouse may revoke the waiver of the Spousal Death Benefit at any time prior to the commencement of benefits. Spousal consent is not required for a participant to revoke a prior waiver of the Spousal Death Benefit. However, spousal consent would be required to make a new waiver election. If the participant’s spouse fails to properly execute both the *Waiver of Spousal Death Benefit Form* and the *Spousal Consent to Beneficiary Designation Form*, the Spousal Death Benefit will be paid to the surviving spouse, regardless of any contrary elections on the *Beneficiary Designation Form*.

Time and Method of Payment of Spousal Death Benefit. The time and method of payment of the Spousal Death Benefit will depend on whether the present value of such benefit is greater than \$5,000. If the present value of the Spousal Death Benefit is \$5,000 or less, the surviving spouse will automatically receive the death benefit under the Plan in the form of a single sum distribution. The Plan will automatically distribute the death benefit to the surviving spouse as soon as administratively feasible following the participant’s death.

If the present value of the Spousal Death Benefit exceeds \$5,000, the surviving spouse may elect to receive distribution in the form of a Spousal Annuity that provides level, monthly payments for life. The level, monthly payments will be made under an annuity contract which the Plan will purchase from an insurance company using at least 50% of the participant's vested account balance (including the proceeds, if any, of life insurance contracts purchased for the participant) under the Plan. The Spousal Annuity will have the same actuarial value as a single sum distribution of the guaranteed Spousal Death Benefit. The amount of the level monthly payments made under the Spousal Annuity will depend on the amount of the participant's vested benefit under the Plan and the age of the surviving spouse upon commencement of the annuity distribution. (For more specific information concerning the amount of the participant's vested Account Balance that will be used to purchase the Spousal Annuity and the amount of expected monthly payments available under the Spousal Annuity, you may contact the Plan Administrator.)

If the value of the Spousal Death Benefit exceeds \$5,000, the surviving spouse must consent to a distribution of such death benefit under the Plan. The Plan will not make a distribution to the surviving spouse without his/her consent prior to the date the Participant would have reached Normal Retirement Age under the Plan (or age 62, if later). The monthly payment amount will be actuarially adjusted to take into account any delay in commencement of the Spousal Death Benefit. Alternatively, the surviving spouse may elect to take distribution in any other form of distribution, such as a lump sum, authorized under the Plan. (See the SPD or contact the Plan Administrator to learn more about the distribution options available to a surviving spouse.)

Time and Method of Payment of Death Benefit (other than Spousal Death Benefit). Any death benefit payable under the Plan in addition to the Spousal Death Benefit (including any amounts properly waived by the spouse in accordance with the requirements described under **Spousal Waiver**, above) will be paid in a lump sum to the appropriate beneficiaries as soon as administratively feasible following the participant's death in accordance with the provisions of the participant's *Beneficiary Designation Form*. (See the SPD for default distribution rules if a participant dies without a properly executed *Beneficiary Designation Form*.) The death benefit may be payable in a different form if, before a lump sum payment of the benefit is made, the beneficiary elects to receive the distribution in an alternative form of benefit as authorized under the Plan.

If payment is to be made to more than one beneficiary, the participant's vested benefit will be divided between such beneficiaries in accordance with the designation under the *Beneficiary Designation Form*. If there is no specific designation of how much each beneficiary will receive (e.g., participant leaves 100% of the death benefit to "my children"), each beneficiary will share equally in the death benefits. Unless stated otherwise in the *Beneficiary Designation Form*, if any beneficiary should predecease the participant, that individual's share shall be disregarded and shared among all other beneficiaries in that individual's class.

Example. Bill names his 4 children as 25% primary beneficiaries under the Plan. Bill and his spouse properly execute a *Waiver of Spousal Death Benefit Form* and a *Spousal Consent to Beneficiary Designation Form* consenting to the naming of the 4 children as primary beneficiaries under the Plan. If one of Bill's children should predecease Bill, the remaining 3 children would receive 1/3 of the death benefits under the Plan upon Bill's death. Alternatively, if Bill named his spouse as 50% Primary Beneficiary and "his children" as beneficiaries of the remaining 50%, if one of the children should predecease Bill, the remaining children would still share equally in the 50% death benefit designated to their class of beneficiary.

If the participant names a Contingent Beneficiary(ies) under the *Beneficiary Designation Form*, such Contingent Beneficiary(ies) will share in the participant's death benefit only if all Primary Beneficiaries predecease the participant. Payments to Contingent Beneficiaries are determined in the same manner as Primary Beneficiaries, discussed above.

Review of Beneficiary Designation. To ensure that participants' wishes are followed upon death, participants should regularly review their beneficiary designation to ensure it is consistent with their wishes. Outside documents, such as a last will and testament, do not control the payment of death benefits under the Plan. If a participant designates his/her spouse as beneficiary and subsequent to such beneficiary designation, the participant and spouse are divorced or legally separated, the designation of the spouse as beneficiary under the Plan is automatically rescinded, unless specifically provided otherwise under a divorce decree or qualified domestic relations order. The participant must complete a new *Beneficiary Designation Form* to name a prior spouse as Beneficiary. If a participant's marital status changes, the participant should contact the Plan Administrator and/or legal counsel to ensure the *Beneficiary Designation Form* properly accomplishes his/her intentions.

Legal Counsel. The participant is solely responsible for the effect and validity of the *Beneficiary Designation Form*. Neither the Plan Administrator nor any other Plan representative is responsible for the elections made under the *Beneficiary Designation Form*. It is strongly suggested that participants seek advice of legal counsel if there is any concern as to whether the elections in the *Beneficiary Designation Form* accomplish their intentions and will be upheld upon death.

Summary. If a participant wishes to have the Spousal Death Benefit apply, no election is necessary. The Plan will automatically provide the guaranteed Spousal Death Benefit to the participant's spouse and pay any remaining benefit to the beneficiary(ies) designated on the most recent *Beneficiary Designation Form* completed by the participant. If the participant did not complete a *Beneficiary Designation Form*, any remaining benefit will be paid under the Plan's default distribution rules.

If a participant (and spouse) wish to waive the Spousal Death Benefit, the participant and spouse must complete a *Waiver of Spousal Death Benefit Form* indicating the intention of the participant and spouse to waive the Spousal Death Benefit and a *Spousal Consent to Beneficiary Designation Form* indicating the spouse's consent to the designation of any alternative beneficiary. The participant should also complete a *Beneficiary Designation Form* designating the beneficiary(ies) to receive his/her Plan benefits upon death.

If you have any questions regarding the information provided in this *Explanation*, or if you need copies of any of the forms referred to in this *Explanation*, please contact the Plan Administrator.

WAIVER OF SPOUSAL DEATH BENEFIT FORM

(“Plan”)

Name of Plan

This Waiver of Spousal Death Benefit Form is to be used if a participant is married and wishes to waive the Spousal Death Benefit, as described in the Explanation of Death Benefits and Designated Beneficiaries. To waive the Spousal Death Benefit, both the participant and spouse must sign this waiver and complete a Spousal Consent to Beneficiary Designation Form consenting to the designation of any alternate beneficiaries. This waiver is valid only if executed after the first day of the Plan Year during which the participant attains age 35 and prior to the participant’s death (the election period). If this waiver is executed prior to the election period, the waiver will become null and void as of the first day of the Plan Year in which the participant attains age 35. The participant and spouse will need to complete a new Waiver of Spousal Death Benefit Form during the election period to reinstate the waiver of the Spousal Death Benefit. The participant or spouse may revoke the waiver of the Spousal Death Benefit at any time prior to the commencement of benefits. Spousal consent is not required for a participant to revoke a prior waiver of the Spousal Death Benefit. However, spousal consent would be required to make a new waiver election. (For more information regarding death benefits under the Plan, see the Summary Plan Description (SPD), the Explanation of Death Benefits and Designated Beneficiaries, or contact the Plan Administrator or other Plan representative.)

1. PARTICIPANT INFORMATION

Participant’s Name (Last, First, Middle Initial)	Social Security Number	Date of Birth

2. SPOUSE INFORMATION

Spouse’s Name (Last, First, Middle Initial)	Social Security Number	Date of Birth

3. PARTICIPANT WAIVER OF SPOUSAL DEATH BENEFIT

I, _____, participant in the above-referenced Plan, elect to waive the Spousal Death Benefit that would otherwise be payable to my spouse should I die prior to commencing retirement distributions from the above-referenced Plan. I have read and understand the *Explanation of Death Benefits and Designated Beneficiaries* which explains the Spousal Death Benefit available under the Plan, my rights to waive the Spousal Death Benefit, the time period during which I may make this waiver, and the effect of this waiver on payment of death benefits to alternate beneficiaries. I also understand that this waiver is invalid unless my spouse properly executes this *Waiver of Spousal Death Benefit Form* under #4 below and has his/her signature properly witnessed under #5 below.

I understand and acknowledge that I am completely responsible for understanding my legal rights under the Plan and that I have the right to seek legal counsel to ensure that my consent accomplishes my intentions. I understand that I may revoke this waiver at any time prior to the commencement of benefits without my spouse’s consent. However, spousal consent would be required to make a new waiver election.

I have executed this *Waiver of Spousal Death Benefit Form* this _____ day of _____, 20__.

Participant’s Signature

