

**RETIREMENT PLAN
(DEFINED CONTRIBUTION – J&S)**

INSTRUCTIONS FOR DESIGNATING OR CHANGING BENEFICIARY

These instructions will assist you in properly completing the DESIGNATION OF BENEFICIARY form.

1. To designate one person, insert the name and relationship in the spaces provided. If your beneficiary is not related to or married to you, show relationship as "Friend."
2. If you wish to name your estate, insert "Estate" in the blank space.
3. Show a member of a religious order in this manner:

Mary L. Jones, niece, known in religious life as Sister Mary Agnes.

4. It is inadvisable to name a beneficiary who is a permanent resident of a foreign country. If you name a person who is a permanent resident of a foreign country, you must furnish that person's full address, including country.
5. If you wish to designate a trust, insert the name of the trustee and trust in the blank space using language substantially as follows:

To X Bank as Trustee, or its successor Trustee, of the Bruce E. Roberts Trust dated the 26th day of May, 2000, including any amendments to the Trust.

6. More than one beneficiary -- here are the most common examples:

Three or more beneficiaries	James O. Smith, brother; Peter I. Smith, brother; and Martha N. Smith, sister
Unnamed children	My children living at my death
One contingent beneficiary	Lois P. Smith, wife, if living; otherwise, Herbert I. Smith, son
More than one contingent beneficiary	Lois P. Smith, wife, if living; otherwise, Herbert I. Smith, son; Alice B. Smith, daughter; and Ann Y. Smith, daughter
Unnamed children as contingent beneficiaries	Lois P. Smith, wife, if living; otherwise, my children living at my death

If one of the above examples fits your wishes, insert your designation in the blank space, using the language of the selected example. Contingent beneficiaries only receive benefits if all named primary beneficiaries predecease you. If a primary beneficiary survives you, but dies prior to receiving his or her share of the death benefit, that primary beneficiary's estate will receive the death benefit unless your DESIGNATION OF BENEFICIARY form provides otherwise.

7. If none of the above is suitable, explain in the blank space what is desired, or attach a note.

Note: If you name a trust as a beneficiary, you also must provide additional information to the Plan Administrator. The Plan Administrator will notify you as to what additional information is needed.

Note: Unless you provide otherwise in completing the DESIGNATION OF BENEFICIARY form, all sums payable to more than one beneficiary will be paid equally to all beneficiaries.

RETIREMENT PLAN
(DEFINED CONTRIBUTION – J&S)
DESIGNATION OF BENEFICIARY

Plan Name: _____

Participant Name: _____

Social Security Number: _____ Marital Status: () Married () Unmarried

Pursuant to the provisions of the Plan permitting the designation of a beneficiary or beneficiaries by a participant, I hereby designate the following person or persons as primary and secondary beneficiaries of my Account Balance that is subject to the Pre-Retirement Survivor Annuity provisions under the Plan payable by reason of my death:

Primary Beneficiary(ies) [include address and relationship]:*

Contingent Beneficiary(ies) [include address and relationship]:*

*Note to participant:

1. *Estate planning.* You may wish to consult with a professional tax advisor before completing this form.
2. *Effect of divorce.* A divorce decree or a decree of legal separation automatically revokes a designation of your spouse as a beneficiary, unless a qualified domestic relations order provides otherwise.
3. *Effect of marriage.* See below regarding spousal consent requirements if you are married and wish to name someone other than your spouse as your sole primary beneficiary. If you are unmarried at the time of your designation, your beneficiary designation will cease to be effective immediately upon your marriage unless you have designated your spouse as beneficiary.
4. *Trust beneficiary.* If you name a trust as a beneficiary, the trustee also must satisfy additional documentation requirements no later than October 31 of the calendar year following the calendar year of your death. The Plan Administrator will provide you or the trustee with the additional forms you must complete.
5. *Under age 35.* If you are under age 35, then your beneficiary designation becomes invalid in the year in which you turn age 35 and you must complete a new DESIGNATION OF BENEFICIARY form.

I RESERVE THE RIGHT TO REVOKE OR CHANGE ANY BENEFICIARY DESIGNATION. I HEREBY REVOKE ALL PRIOR DESIGNATIONS (IF ANY) OF PRIMARY BENEFICIARIES AND CONTINGENT BENEFICIARIES.

The Plan will pay all sums payable under the Plan by reason of my death to the primary beneficiary, if he or she survives me, and if no primary beneficiary survives me, then to the contingent beneficiary, and if no such designated beneficiary survives me, then the Plan will pay all such amounts in accordance with the Plan terms. I understand that, unless I have provided otherwise above, the Plan will pay all sums payable to more than one beneficiary equally to the living beneficiaries.

Date of this Designation

Signature of Participant

IF YOU ARE MARRIED, SEE THE NEXT PAGE OF THIS FORM FOR APPLICABLE SPOUSAL CONSENT REQUIREMENTS.

Note: Unless your spouse consents (or had consented under a prior designation), to the beneficiary designation or is the sole primary beneficiary, this Designation of Beneficiary is invalid with respect to the portion of your account balance subject to the Qualified Pre-Retirement Survivor Annuity rules. Accordingly, the Plan will pay the Pre-Retirement Survivor Annuity to your surviving spouse and then will pay your remaining vested account balance to your designated beneficiary.

CONSENT OF SPOUSE TO WAIVER OF PRE-RETIREMENT SURVIVOR ANNUITY

I, the undersigned spouse of the Participant named in the foregoing "Designation of Beneficiary," hereby certify I have read and understand the Designation of Beneficiary and the Pre-Retirement Survivor Annuity Explanation. I certify that I have received the PRE-RETIREMENT SURVIVOR ANNUITY EXPLANATION and that I understand my right not to consent to this waiver election, the time period during which my spouse and I may make this waiver election, and the financial effect of the election not to receive benefits in the Pre-Retirement Survivor Annuity form. I also understand that if my spouse predeceases me, 50% of my spouse's account will become my property unless I give my written consent below for the account to pass to another beneficiary. Being fully satisfied with the provisions of the Designation of Beneficiary, I hereby consent to and accept the Designation of Beneficiary and waive my right to the Qualified Pre-Retirement Survivor Annuity, without regard to whether I survive or predecease my spouse. I understand that my consent is irrevocable unless my spouse changes the Designation of Beneficiary. I understand that if my spouse changes the Designation of Beneficiary to someone other than me (the spouse) as the sole primary beneficiary (*Spouse must choose one of (a) or (b) below*):

- (a) **Additional consent required.** I must execute and file with the Plan Administrator a similar consent to any new Designation of Beneficiary or the Participant's new Designation of Beneficiary will be ineffective and I will be the sole primary beneficiary.
- (b) **No additional consent required.** I waive my right to withhold my consent to any and all future changes my spouse makes to the Designation of Beneficiary. I understand that I have the right to limit my consent to the naming of the specific beneficiary in this Designation of Beneficiary by choosing (a) above.

EXECUTED this _____ day of _____, 20 _____ .

Print Name of Spouse

Signature of Participant's Spouse

Witness by Plan Representative.

Signature of spouse witnessed this _____ day of _____, 20 _____ .

Plan Representative

OR

Witness by Notary.

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public, personally appeared _____ who executed the above spouse's consent as a free and voluntary act.

IN WITNESS WHEREOF, I have signed my name and affixed my official notarial seal this _____ day of _____, 20_____.

(SEAL)

Notary Public _____

My Commission expires: _____

**RETIREMENT PLAN
(DEFINED CONTRIBUTION – J&S)**

PRE-RETIREMENT SURVIVOR ANNUITY EXPLANATION

Plan: _____

Participant: _____

Automatic Spousal Death Benefit. This form explains the Pre-Retirement Survivor Annuity benefit under the Plan. The Pre-Retirement Survivor Annuity provides a benefit for your surviving spouse if you die prior to commencing distributions from the Plan. The Plan will use 50% of your vested account balance to purchase a survivor annuity for your spouse. You need to read the balance of this explanation only if you have designated, or wish to designate, someone other than your spouse to receive the Automatic Spousal Death Benefit under the Plan.

Pre-Retirement Survivor Annuity. The Plan requires the payment of a Pre-Retirement Survivor Annuity to your spouse if your death occurs prior to commencement of benefits under the Plan, your spouse survives you, and you and your spouse are married on the date of your death. If the Plan commences benefit payments to you prior to your death, then the method of distribution in effect on the date of your death will dictate the manner in which the Plan will distribute your remaining account balance, if any.

Under the Pre-Retirement Survivor Annuity, your spouse will receive a lifetime level monthly payment. The Plan will use the value of the Automatic Spousal Death Benefit to purchase an annuity contract from an insurance company. The Plan then will distribute the contract to your surviving spouse as evidence of a right to receive the annuity payments from the insurance company. Generally, the Plan may not commence payment of the Pre-Retirement Survivor Annuity prior to the date you would have attained the later of Normal Retirement Age under the Plan or age 62 without the consent of your surviving spouse. However, your spouse may elect to have distribution of the Pre-Retirement Survivor Annuity at any time following your death. If, at the time of your death, the value of the Automatic Spousal Death Benefit does not exceed \$5,000, the Plan Administrator will direct that a lump-sum distribution be made to your surviving spouse as soon as administratively feasible, in lieu of providing the Pre-Retirement Survivor Annuity.

The actual level monthly payments made under the Pre-Retirement Survivor Annuity will depend on the annuity purchase rate used by the insurance company, your surviving spouse's age at the time the distribution begins, and the amount of the Automatic Spousal Death Benefit at the time of the purchase of the annuity contract. The Plan will charge your account for the commission incurred incident to the purchase of the annuity contract. The following table provides the approximate monthly annuity payments under an immediate annuity purchasable per \$1,000 of account balance for a surviving spouse ranging from age 50 to age 80. The table assumes an annuity factor based on the UP 1984 mortality tables and a 6% interest rate. The insurance company from which the annuity contract is purchased may use different factors. Different factors will produce a different monthly payment. The Plan Administrator, upon request, will provide you with a more precise calculation.

Surviving Spouse's Age	Monthly Payment	Surviving Spouse's Age	Monthly Payment
50	\$ 6.53	66	\$ 9.17
52	\$ 6.74	68	\$ 9.72
54	\$ 6.97	70	\$10.34
56	\$ 7.23	72	\$11.06
58	\$ 7.53	74	\$11.90
60	\$ 7.86	76	\$12.86
62	\$ 8.25	78	\$13.97
64	\$ 8.68	80	\$15.24

For example, if the value of the Automatic Spousal Death Benefit is \$10,000, then a surviving spouse who is age 60 will receive a monthly annuity payment for his or her life equal to approximately \$78.60 (\$7.86 X 10). These amounts are only estimates.

Waiver Election. The Plan requires payment of the Pre-Retirement Survivor Annuity unless you have a valid waiver election in effect on the date of your death. To have a valid waiver you must complete the DESIGNATION OF BENEFICIARY form enclosed with this explanation. Please note, your spouse must consent to the waiver by signing the waiver form. A notary public or a Plan representative must witness your spouse's signature. Your waiver election is not valid unless your spouse, during the election period, also consents in writing to your beneficiary designation or to any change in your beneficiary designation, unless your spouse is the sole primary beneficiary. A notary public or Plan representative also must witness your spouse's consent to the beneficiary designation. Your waiver election is not valid unless you and your spouse make the election within the election period. The election period begins on the first day of the Plan Year immediately preceding your 35th birthday or, if later, the date you receive this notice. The election period ends on the date of your death. If you wish, you may waive the Pre-Retirement Survivor Annuity prior to the beginning of the election period, but not prior to the first day of the Plan Year immediately preceding your 32nd birthday or, if later, the date you receive this notice. However, a waiver made prior to the beginning of the election period becomes null and void as of the first day of the election period and you would have to complete another waiver form with your spouse's consent. If you terminate service with the Employer prior to the beginning of the election period, you may waive the Pre-Retirement Survivor Annuity at any time after your termination of service. However, if you waive the Pre-Retirement Survivor Annuity prior to attaining age 35 and you return to

employment, you will need to make another waiver with respect to any benefits you accrue after your return. Within the election period, as often as you wish, you may revoke a waiver election, or make a new waiver election following a revocation. You may revoke a waiver election without your spouse's consent, but your spouse would have to consent to a new waiver. A waiver election is valid only for the spouse consenting to the waiver. Therefore, you should inform the Plan Administrator of any change in your marital status.

Financial Effect of your Election. The Pre-Retirement Survivor Annuity will not affect the total value of the death benefits paid under the Plan. If you and your spouse do not waive the Pre-Retirement Survivor Annuity, the Plan Administrator will direct the Plan to pay your surviving spouse the Pre-Retirement Survivor Annuity, and to pay your designated beneficiary the remaining vested account balance in accordance with the Plan. If the Plan Administrator pays your spouse the Pre-Retirement Survivor Annuity, the Plan does **not** need your spouse's consent to the beneficiary designation to pay the portion that is not subject to the Pre-Retirement Survivor Annuity rules. Under a Pre-Retirement Survivor Annuity, your surviving spouse will receive lifetime income. The Pre-Retirement Survivor Annuity will not pay any benefits to other beneficiaries after your spouse's death. After your death, the Plan permits your surviving spouse to elect to receive the Automatic Spousal Death Benefit in a lump-sum instead of the Pre-Retirement Survivor Annuity.

If you and your spouse waive the Pre-Retirement Survivor Annuity, the Plan will pay your entire vested account balance to your designated beneficiary, as required under the Plan. The Plan generally requires payment of the death benefit in a lump-sum. If your beneficiary receives a lump-sum distribution, the Plan Administrator will provide the beneficiary a notice of the special tax benefits, if any, available for the distribution. If your vested account balance at the time of your death exceeds \$5,000, the Plan permits your designated beneficiary to elect a lump-sum. If an account balance remains in the Plan at the time of your primary beneficiary's death, the Plan will pay the remaining account balance to your primary beneficiary's estate, unless your beneficiary designation directs otherwise. You may designate portions of your account balance for payment to different beneficiaries. If you and your spouse waive the Pre-Retirement Survivor Annuity, your spouse need not consent to the form of payment to the designated beneficiary, but only to the identity of the designated beneficiary.

Procedure. If you and your spouse wish to have the Pre-Retirement Survivor Annuity apply, you do not need to make any election. If you and your spouse do **not** wish to have the Pre-Retirement Survivor Annuity apply, your spouse must execute the Section of the enclosed DESIGNATION OF BENEFICIARY form that is called CONSENT OF SPOUSE TO WAIVER OF PRE-RETIREMENT SURVIVOR ANNUITY.

If you have questions regarding the information provided in this explanation, or you wish further information, please contact the Plan Administrator.