

Beneficiary Designation Form COBLENTZ PATCH DUFFY & BASS LLP PENSION PLAN

You may designate your beneficiary by completing the below form. Follow these steps to name your beneficiary(ies): 1) Complete Section 1, the Personal Information section. 2) Select one of the beneficiary choices (Choice 1, Choice 2 or Choice 3) in Section 2. 3) Name your beneficiary(ies) in Section 3, the Beneficiary Information Section. See Page 4 for more detailed instructions and examples. 4) Sign the form at the bottom of Section 4. 5) Return the beneficiary form to Human Resources and 6), if required, have your Spouse read the QPSA notice (page 5-6) and execute Section 5, the QSPA Spousal Consent and Agreement (applicable to Choice 3 only).

SECTION 1. PERSONAL INFORMATION

Participant Name

Participant Social Security Number

Phone Number

SECTION 2. BENEFICIARY CHOICE (PICK ONE)

- ☐ **CHOICE 1:** **Married Participant with Spouse beneficiary of 50% or more of death benefits from the Plan.** Your spouse does not have to sign the form.
- ☐ **CHOICE (2):** **Single Participant**
- ☐ **CHOICE (3):** **Married Participant with 50% or more of death benefits paid to someone other than my spouse.** Your spouse must sign the spouse's consent on this form. That signature must be witnessed by a Plan Representative or Notary Public.

You may name one or more contingent beneficiaries. In most circumstances, your contingent beneficiary(ies) will only receive a death benefit if the primary beneficiary predeceases you and the death benefit has not been paid in full.

Be sure you sign and date the form. Return the form to your Plan Sponsor. If you do not date the form, the designation will become effective the date received by your Plan Sponsor.

If your marital status changes, review your beneficiary designation to be sure it meets these requirements. If your name changes, contact the Plan Administrator.

SECTION 3. NAMING YOUR BENEFICIARIES

	Name	Date of Birth	Relationship	Social Security Number	Percent
Primary Beneficiary					
Address					
Primary Beneficiary					
Address					
Primary Beneficiary					
Address					
Primary Beneficiary					
Address					
Primary Beneficiary					
Address					
	Name	Date of Birth	Relationship	Social Security Number	Percent
Contingent Beneficiary					
Address					
Contingent Beneficiary					
Address					
Contingent Beneficiary					
Address					
Contingent Beneficiary					
Address					

Note: If you are married and do not name your spouse as primary beneficiary to 50% or more of your benefits, your spouse must sign the consent on Page 3. The signature must be witnessed by a Plan Representative or Notary Public. If you are younger than age 35, your spouse must again consent to this in writing at the start of the Plan year in which you reach age 35 for it to remain in effect.

SECTION 4. PARTICIPANT SIGNATURE

I'm ☐ Married ☐ Single ☐ Legally Separated (attach copy of court decree)

Note: If Single or Legally Separated box is checked, spousal consent is not necessary

This designation revokes all prior designations made under the Plan.

Participant Signature

Date

SECTION 5. QPSA Spousal Consent and Agreement

I understand that I have a right to a QPSA benefit from my spouse's retirement plan (see QPSA Notice on Pages 5-6 for explanation of QPSA benefit) if my spouse dies prior to receiving retirement benefits - or if earlier, before the beginning of the period for which the retirement benefits are paid.

I agree to give up my right to the QPSA death benefit and to allow my spouse to choose another beneficiary to receive some or all of that benefit. I understand that by signing this Agreement, my spouse can choose any beneficiary without telling me and without getting my agreement unless I limit my spouse's choice to a particular beneficiary by checking the appropriate box below. I also understand that my spouse can change the beneficiary at any time before retirement benefits begin without telling me and without getting my approval.

I understand that by signing this Agreement, I may receive less money than I would have received under the QPSA payment form, and I may receive nothing from the Plan after my spouse dies.

I understand I do not have to sign this Agreement. I am signing this Agreement voluntarily. If I do not sign this Agreement, I will receive the QPSA benefit if my spouse dies before beginning to receive retirement benefits - or, if earlier, before the beginning of the period for which the retirement benefits are paid. I understand that if the value of the QPSA is \$5,000 or less, the Plan will pay the benefit to me in one lump sum payment.

Plan Representative or Notary Public Signature:

Notice to Spouse: In signing you are also verifying that you have read the QPSA notice and consent on page 5.

☐ **By checking this box, I agree only to beneficiary designation on this form. My spouse cannot change the beneficiary without my consent**

An Authorized Signer of the Plan Sponsor

OR

The spouse appeared before me and signed the consent on: _____

Spouse's Signature (must be witnessed): _____ Date _____

X _____

X _____
Notary Public Signature: _____ Notary Public Seal

Beneficiary Designation Samples

Be sure to use given names such as "Mary M. Doe," not "Mrs. John Doe" and include the address and relationship of the beneficiary or beneficiaries to the member. The following designations may be helpful to you:

	<i>Name</i>	<i>Relationship</i>	<i>Soc. Sec. No.</i>	<i>Percent</i>
One Primary Beneficiary	Mary M. Doe	Sister	xxx-xx-xxxx	100%
Address	Address 1			
Two Primary Beneficiaries	Jane J. Doe John J. Doe	Mother Father	xxx-xx-xxxx xxx-xx-xxxx	50% 50%
Address Address	Address 1 Address 2			
One Primary Beneficiary and One Contingent Beneficiary	Jane J. Doe if living,	Wife	xxx-xx-xxxx	100%
	otherwise to John J. Doe	Son	xxx-xx-xxxx	100%
Address Address	Address 1 Address 2			
Estate	My Estate			100%
Testamentary Trust (Trust established within the participant's Will)	John J. Doe/ABC/Bank	Trust created by the Last Will and Testament of the Participant		100%
Children and Grandchildren*	John J. Doe	Son	xxx-xx-xxx	33.3%
	Jane J. Doe	Daughter	xxx-xx-xxx	33.3%
	William J. Doe	Son	xxx-xx-xxx	33.3%
	*Provided that if any of my children predeceases me, the surviving children of any such child shall receive in equal portions the share their parent would have received, if living. If no child of a deceased child survives, the share of that child of mine shall go to the survivor or survivors of my children equally.			
Address Address Address	Address 1 Address 2 Address 3			
Minor Children	John J. doe, son and Jane J. doe, daughter, equally, or to the survivor. However, if any proceeds become payable to a beneficiary who is a minor as determined in the Uniform Transfers to Minors Act (UTMA), such proceeds shall be paid to Frank Doe, as custodian for John Doe under the UTMA and Frank Doe, as Custodian for Jane Doe under the UTMA.			
Address Address	Address 1 Address 2			

Qualified Pre-Retirement Survivor Annuity (QPSA) Notice

If your spouse has an earned retirement benefit in a retirement plan, federal law requires that you receive a special death benefit if your spouse dies before beginning to receive retirement benefits (or, if earlier, before the beginning of the period for which the retirement benefits are paid.

The special death benefit is often called a qualified preretirement survivor annuity (**QPSA**) and is for 50% of the amount of benefit your spouse earned before death. This death benefit will automatically be paid in a lump sum rather than a **QPSA** if the value of the death benefit is \$5,000 or less.

If the lump sum value of the death benefit exceeds \$5,000, the death benefit will be paid in the form of a **QPSA**. Other options may be available. The actual amount of the **QPSA** benefit will vary depending on the accrued benefit and your age.

Your right to the **QPSA** benefit provided by federal law cannot be taken away unless you agree to give up that benefit. If you agree to give up that benefit, the Plan will pay you the part of the benefit you did not give up, and pay the remaining part of the benefit to the person or persons selected by your spouse. The person your spouse chooses to receive the death benefits is usually called the beneficiary. As an example, If you agree, your spouse can have all or a part of the death benefit paid to his or her children Instead of you.

Example:

Pat Doe dies at age 45 after earning a retirement benefit. The value of Pat's death benefit exceeds \$5,000. If Pat had lived, Pat could have retired and begun receiving payments as early as age 55 under the Plan's terms. The Plan will pay monthly benefits to Pat's spouse, Robin Doe, for the rest of Robin's life. Robin has the right to begin receiving the benefit no later than when Pat would have been 55 years old.

Your choice to give up the **QPSA** benefit must be voluntary. It is your personal decision whether you want to give up that right. If you sign this agreement, your spouse can choose the beneficiary who will receive the death benefits without telling you and without getting your agreement. Your spouse can change the beneficiary at any time before he or she begins receiving benefits or dies.

You have the right to agree to allow your spouse to select only a particular beneficiary. If you want to allow your spouse to select only a particular beneficiary, check the appropriate box in the spousal signature section that will limit the beneficiary choice to the one designated on this form.

You can agree to give up all or part of the **QPSA benefit**. If you do so, the Plan will pay you the part of the benefit you did not give up, and pay the remaining part of the benefit to the person or persons selected by your spouse.

You can change your mind with respect to giving up your right to the **QPSA** benefit until the date your spouse dies. After that date, you cannot change this Agreement. If you change your mind, you must notify the Plan Administrator in writing that you want to revoke the consent you give on this form.

You may lose your right to the **QPSA** benefit if your spouse and you become legally separated or divorced even if you do not sign this Agreement. However, if you become legally separated or divorced, you might be able to get a special court order (called a **Qualified Domestic Relations**

Order, QDRO) that specifically protects your rights to receive the **QPSA** benefit or that gives you other benefits under this Plan. If you are thinking about separating or getting a divorce, you should get legal advice on your rights to benefits from the Plan.
