



Page 2 - Explanation of Qualified Pre-Retirement Survivor Annuity (QPSA) (For the Spouse of Married Plan Participants ONLY)

Federal law states that you will receive a death benefit paid from your spouse's account in the retirement Plan if your spouse dies before receiving retirement benefits. You have the right to receive a monthly payment for your life beginning after your spouse dies. This is called a "qualified pre-retirement survivor annuity" or "QPSA" benefit. The Plan will pay this death benefit in a lump sum, rather than as a QPSA, if the value of the death benefit is \$5,000 or less.

The size of the monthly payments will depend on the amount in the account. For example, if the participant dies with a balance of \$10,000 and it is paid to you in the form of a QPSA, the monthly payments would be approximately \$78.60 based on an estimate using the UP-1984 mortality tables and a 6% interest rate with payments commencing at age 60.

Your right to the QPSA benefit cannot be taken away unless you agree to give up that benefit. If you agree, your spouse can choose to have all or a part of the death benefits paid to someone else. The person your spouse chooses to receive the death benefits is called the "beneficiary." For example, if you agree, your spouse can have the death benefits paid to his or her children instead of you. Your choice to give up your right to the QPSA must be voluntary. It is your personal decision whether you want to give up your right to the special QPSA payment form.

Example: Pat and Robin Doe agree that Robin will not receive the QPSA benefit. Pat and Robin also decide that 1/2 of the death benefits that are paid from Pat's account will be paid to Robin and 1/2 of the death benefits will be paid to Pat and Robin's child, Chris. The total death benefits are \$200 per month. After Pat dies, the Plan will pay \$100 a month to Robin for the rest of Robin's life. Chris will also receive payments from the Plan as long as Chris lives. Chris will receive less than \$100 a month because Chris, being younger than Robin, is expected to receive payments over a longer period.

If you sign this agreement, your spouse cannot change the beneficiary named in this agreement unless you agree to the new beneficiary by signing a new agreement. If you agree, your spouse can change the beneficiary at any time before your spouse begins receiving benefits or dies. You do not have to agree to let your spouse change the beneficiary. However, your spouse can select the QPSA benefit for you without getting your agreement.

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 (which is called a qualified domestic relations order or "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.

Any election to waive the QPSA made before the first day of the Plan year in which the participant attains age 35 will become invalid on that day. At that time you may again waive the QPSA. If a new waiver and spousal consent is not executed on or after that date the QPSA benefit must be provided.

You can change this agreement at any time. If you change your mind, you must notify the Plan administrator in writing. You should inform the Plan administrator immediately of any changes in marital status. A change in marital status may require the completion of a new Beneficiary Designation form. For more information contact the Plan administrator.

**MARRIED PARTICIPANT'S ELECTION TO WAIVE THE QUALIFIED PRE-RETIREMENT SURVIVOR ANNUITY (QPSA)**

I have read and understand the Explanation of Qualified Pre-retirement Survivor Annuity (QPSA). I understand that if I die, Federal law requires that my death benefit be paid to my spouse in the form of a QPSA. However, I hereby elect to waive this requirement. I understand that this waiver is valid only if my spouse has consented on this form.

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_

**SPOUSAL CONSENT AGREEMENT [Obtain only if your spouse is **not** your sole primary beneficiary]**

I have read and understand the Explanation of Qualified Preretirement Survivor Annuity (QPSA). I understand that I have a right to the QPSA benefit if my spouse dies before receiving retirement benefits. I agree to give up my right to the QPSA benefit and instead to have that benefit paid to the beneficiaries selected by my spouse on this form. I understand that my spouse cannot select a different beneficiary unless I agree to the change. 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 that I do not have to sign this agreement. I am signing this agreement voluntarily. I understand that if I do not sign this agreement, then I will receive the QPSA benefit if my spouse dies before retirement.

Spouse's Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Witness (Plan Representative or Notary Public) \_\_\_\_\_