

**Spousal
Consent to
Waiver of
QPSA**

I am the spouse of the participant, and I understand that I am entitled to 100% of the account upon the participant's death. I have read an explanation of my right to receive a Qualified Pre-Retirement Survivor Annuity if the participant dies before benefit payments commence, and understand the spousal death benefit to which I am entitled under the plan. I realize the participant is waiving this spousal death benefit and I voluntarily consent to the waiver. By signing this consent, I will **not** receive the benefit that would otherwise have been payable to me upon the participant's death, and voluntarily agree to the participant's designation of the beneficiary(ies) named above.

X _____ Date ____|____|____

Spouse's signature - must be witnessed by a notary public OR authorized plan representative.

Notary Stamp or Seal

Subscribed and sworn before me on the _____ day of _____, the year _____

State of _____, County of _____

My commission expires _____

Signature of notary or authorized plan representative

X _____ Date ____|____|____

**Your
Authorization
and (if applicable)
Waiver of QPSA**

I designate the beneficiary(ies) specified above to receive benefits under the plan upon my death. If I am married and my spouse is not the sole primary beneficiary, I acknowledge that I have read an explanation of my spouse's right to receive a Qualified Pre-Retirement Survivor Annuity (QPSA) in the event I die prior to commencing benefits at retirement. I waive the requirement that this pre-retirement death benefit be paid in the form of a QPSA

Signature X _____ Date ____|____|____

Social Security Number _____

DID YOU REMEMBER TO:

- Sign the form
- Initial any changes
- Use whole numbers
- Have your spouse's signature notarized



30 Scranton Office Park
Scranton, PA 18507-1789

Instructions for Choosing Your Beneficiary

Please print using blue or black ink. Keep a copy for your records and send the original form to the address above or fax it to 1-866-439-8602.

Plan Provisions

For Married Participants: Before a distribution to a non-spouse beneficiary may be processed, you must waive your right to a spousal survivor annuity and your spouse must consent to the waiver. A valid waiver and spousal consent may be given only after you have been furnished with written explanations of your right to receive a Qualified Joint and Survivor Annuity (QJSA) at retirement, or a Qualified Pre-Retirement Survivor Annuity (QPSA) in the event you die before benefit payments begin.

QPSA Rules:

Explanation of QPSA for married participants: In the case of your death before retirement, the Plan will use no less than 100% of your vested account balance to purchase a pre-retirement survivor annuity (QPSA) from an insurance company for your spouse. If you desire a different form of payment or wish to designate a beneficiary other than your spouse, you must file a waiver of the QPSA with the Plan Administrator during the election period. Please contact the Plan Administrator concerning the available alternative forms of payment.

You may waive the QPSA by completing the Authorization on this form, and having your spouse consent to the waiver by completing the Spousal Consent section. Generally, you may waive the QPSA only during the "applicable election period." This period begins on the first day of the Plan year in which you attain age 35 and ends on the earlier of your death or the date on which your account balance commences to be paid under the Plan. Your plan may permit you to waive a QPSA prior to age 35; however, if this is the case any such election must be reaffirmed with appropriate spousal consent during the Plan Year in which you attain age 35. Please consult your plan administrator as to the terms of your plan. Your spouse's consent to the waiver of QPSA must be witnessed by either a notary or an authorized plan representative.

If you die before you begin to receive benefits and the above-described waiver of the QPSA and the spousal consent have not been completed, the plan must:

1. Automatically pay a spousal death benefit consisting of at least 100% of your account balance to your surviving spouse (if any) as beneficiary,
2. Unless your spouse elects otherwise after your death, pay that death benefit in the form of an annuity. This annuity form of payment would provide your spouse with a series of monthly payments over his or her life. The amount of each payment would depend on your account balance and your spouse's age at the time of your death.

General Provisions

- A. The terms of the plan govern the payment of any benefit.
- B. Primary beneficiary(ies). If more than one person is named and no percentages are indicated, payment will be made in equal shares to the Primary beneficiary(ies) who is living at the time the benefit first becomes payable. If a percentage is indicated and a Primary beneficiary(ies) is not alive at the time the benefit first becomes payable, the percentage of that beneficiary's designated share will be divided equally among the surviving Primary beneficiary(ies).
- C. If there is no Primary beneficiary(ies) living at the time of the participant's death, any benefit that becomes payable will be distributed to the surviving Secondary beneficiary(ies) listed, if applicable.
- D. Payment to Secondary beneficiary(ies) will be made according to the rules of succession described under Primary beneficiary(ies) in provision B above. If no designated beneficiary(ies) is alive when payment is otherwise payable, payment will be made in accordance with the plan.
- E. If a Trust is named as beneficiary, any payment to the Trust will be made as if the Trustee is acting in such fiduciary capacity until written notice to the contrary is received.

Examples of Beneficiary Designations

If you feel that none of the examples below fit the type of beneficiary designation you want, please send a detailed description of what you propose to Prudential.

Use the term:

1. **"My Living Children"** if you want all your children (born or adopted of any marriage) living at the time of payment to equally share the benefit. This will also include all such children born or adopted after you completed the form. Do not include the names of your children if you use this term.
2. **"My Living Trust"** if you want to designate your Living Trust. You must also give the name(s) of the Trustee(s), name(s) of the successor Trustee(s) (Trustee and Successor Trustee cannot be the participant), the date of the Trust Agreement and the address if a bank or trust company is the Trustee.
3. **"My Testamentary Trust"** if you want to designate the Trust in your Last Will and Testament. Do not name your Trustee.
4. **"My Estate"** if you want the benefit to be paid to your estate.
5. **"(Name), Per Stirpes"** if you want the payment(s) to be paid up to and including the second generation of descendants. For example, if a beneficiary in such class is not living when a payment is due, such payment will be made in equal shares to any living sons and daughters (born or adopted of any marriage), of such beneficiary. If there are no living sons and daughters of such beneficiary when a payment is due, payment will be made to the estate of the last to die of the participant or such beneficiary. An example of a correct designation would be Jane Doe, Per Stirpes.

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