

# WAIVER OF QUALIFIED PRERETIREMENT SURVIVOR ANNUITY

Account Number **MR** - -

Sponsor Name

Plan Name

## PARTICIPANT INFORMATION

Participant's Name  
first middle last

Social Security No.

Spouse's Name  
first middle last

## SPOUSAL CONSENT TO WAIVE THE QUALIFIED PRERETIREMENT SURVIVOR ANNUITY

I, the Participant's spouse, understand I have a right to the Qualified Preretirement Survivor Annuity (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 also understand that if the value of the QPSA benefit is below the minimum distribution amount, the plan will pay the benefit to me in one lump sum payment. I agree to give up my right to the QPSA benefits. Depending on the Plan's provisions the benefit may be payable in cash, installments or as a QPSA, described on the second page of this form. I understand that by signing this agreement, I may receive less money than I would have received under the special QPSA payment form and I may receive nothing from the plan after my spouse dies.

I understand I do not have to sign this form. I am signing this agreement voluntarily. I also acknowledge that, as the Participant's spouse, I have a right to limit my consent only to a specific payment election and that I voluntarily elect to relinquish such right. I further understand if I do not sign this form, I will receive the Qualified Preretirement Survivor Annuity upon the death of my spouse.

## SIGNATURES

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

Witnessed: State \_\_\_\_\_ County \_\_\_\_\_

BEFORE ME, the undersigned, a Notary Public, personally appeared \_\_\_\_\_, and proved to me through satisfactory evidence of identification which was/were \_\_\_\_\_, to be the person whose named is signed on the preceding document in my presence and who affirmed to me that they executed the above Consent of Spouse as a free and voluntary act.

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

\_\_\_\_\_  
Notary Public's Signature or Plan Administrator's Signature Date Commission Expiration Date \_\_\_\_/\_\_\_\_/\_\_\_\_

## **1. What is a Qualified Preretirement Survivor Annuity (QPSA)?**

Your spouse has an account in the Plan. The money in the account that your spouse is entitled to receive is called the vested account. You are entitled to a death benefit payable from your spouse's vested account if your spouse dies before beginning to receive retirement benefits (or, if earlier, before the beginning of the period for which termination benefits are paid). You have the right to receive this monthly payment for your life beginning upon your spouse's death. The special death benefit is called a Qualified Preretirement Survivor Annuity (QPSA). The Plan will pay this death benefit in a one-sum cash payment, rather than an annuity, if the value of the death benefit is less than the Plan's minimum cashout amount (contact the Administrator for details). The Plan may exclude rollover contributions in determining account balance.

## **2. Can Your Spouse Choose Other Beneficiaries to Receive the Account?**

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, 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 usually called the "beneficiary." For example, if you agree, your spouse can have the death benefits paid to his or her children instead of you.

## **3. How Can Your Spouse's Choice of a Loan or Distribution Change the Way Benefits are Paid?**

If you consent to your spouse's request for a loan or distribution from the Plan, the QPSA benefit may be reduced. *Example: Robin, the participant, elects to receive a loan from the Plan in the amount of \$2,000. To obtain the loan, Marion, Robin's spouse, must consent to the loan. If she consented and Robin dies soon after the loan, Marion may only be entitled to a benefit of the remaining account balance less the outstanding balance of the loan.*

## **4. Do You Have to Give Up Your Right to the Qualified Preretirement Survivor Annuity?**

Your choice must be voluntary. It is your personal decision whether you want to give up your right to the annuity.

## **5. Can Your Spouse Make Future Changes if You Sign this Form?**

If you sign this form, you agree that some or all of the account balance may be withdrawn from the Plan as requested by your spouse via a voice response system, the Internet, or an employee activity form. Your spouse cannot change the withdrawn amount after payment is made.

## **6. Can You Change Your Mind After You Sign this Form?**

You cannot change this form after you sign it. Your decision is final.

## **7. What Happens to this Agreement if You Become Separated or Divorced?**

You may lose your right to the QPSA if you become legally separated or divorced from your spouse even if you do not sign this form. Under such circumstance, however, you may be able to get a special court order, called a Qualified Domestic Relations Order or "QDRO," that specifically protects your rights to receive the QPSA or gives you other benefits under this Plan. If you are thinking about separating or getting a divorce, you should acquire legal advice on your rights to benefits from the Plan.

## **8. What Should You Know Before Signing this Form?**

This is a very important decision. Think very carefully about whether you want to sign this form. Before signing, be sure you understand what death benefits you are eligible to receive and the effect of reducing or eliminating the account balance. Be sure to review any applicable employee activity form completed by your spouse and the Summary Plan Description (SPD). For additional information, you may contact the Plan Administrator.