

Designation of Beneficiary Form

The undersigned supplies the following information and makes the following designation of beneficiary. This designation supersedes all prior designations, and shall be effective from the date shown below until superseded by a later designation.

I. GENERAL PARTICIPANT INFORMATION

Plan Name:			
Participant Name:		Social Security #	
Marital Status:	<input type="checkbox"/> Married (Provide Spousal Information Below)	<input type="checkbox"/> Single (Unmarried)	
Spouse's Name:		Spouse's SS #	
Spouse's Date of Birth:			

II. BENEFICIARY DESIGNATION

Subject to the terms of the Plan, I, a participant under the Plan, direct that any death benefits, to which my beneficiaries may be entitled shall be paid to the Primary Beneficiary or Beneficiaries named below, or if no Primary Beneficiary survives me, to the Contingent Beneficiary or Beneficiaries named below.

I acknowledge that this designation shall be invalid if no beneficiary named below survives me. It will also be invalid if, without the notarized consent of the spouse to whom I am married at my death, I have named a Primary Beneficiary other than or in addition to my spouse. I acknowledge that any designation of a Primary Beneficiary (other than my spouse) which is signed before the plan year in which I reach age 35 will be invalid after I reach age 35, even if my spouse has consented to such designation. I understand that if this designation is invalid, any benefits payable upon my death will be paid in accordance with the terms of the Plan.

Primary Beneficiary (If you are married and if someone other than or in addition to your spouse is designated, the Spousal Consent in Section IV must be completed):			
Name:	Relationship:	Birth Date:	Share: %
Name:	Relationship:	Birth Date:	Share: %
Name:	Relationship:	Birth Date:	Share: %
Contingent Beneficiary:			
Name:	Relationship:	Birth Date:	Share: %
Name:	Relationship:	Birth Date:	Share: %
Name:	Relationship:	Birth Date:	Share: %

III. PARTICIPANT'S ACKNOWLEDGMENT

I acknowledge that I have read the Notice of Designation of Beneficiary and that I have the right to review the Plan document and to request a copy of it. I certify that my marital status indicated in Section I is correct and that my designation of Primary and Contingent Beneficiaries in Section II is my voluntary act. If I choose to designate more than one Primary or Contingent Beneficiary, I have provided you with the percentage of benefits that each such Beneficiary will receive. I understand that if I failed to indicate the percentage of benefits for each Primary or Contingent beneficiary, such benefits shall be divided equally among all living Primary or Contingent Beneficiaries that I designated. When my marital status changes, I understand that I must notify the Plan Administrator of the above-named Plan so that an appropriate beneficiary designation may be made.

I reserve the right to revoke or change this beneficiary designation, and understand that any change or revocation must be given in writing to the Plan Administrator.

Signature of Participant: _____ Date: _____

IMPORTANT - IF YOU ARE MARRIED

THE FOLLOWING MUST BE COMPLETED IF YOU NAME SOMEONE OTHER THAN YOUR SPOUSE AS YOUR SOLE PRIMARY BENEFICIARY.

IV. SPOUSAL CONSENT TO NON-SPOUSE BENEFICIARY DESIGNATION

As the spouse of the above participant, I acknowledge that I have read the *Notice of Designation of Beneficiary* and that I understand my rights to be named the Primary Beneficiary of my spouse's death benefits. I hereby consent to the Primary and Contingent Beneficiary designation made by my spouse in Section II. I acknowledge that by my consent I am waiving my right to be the sole Primary Beneficiary of any death benefits due under the Plan. I also acknowledge that my consent is irrevocable unless the participant elects to revoke the designation made in Section II.

Name of Spouse (Please Print) Spouse's Signature Date

Notary Public:

STATE OF _____

COUNTY OF _____

Before me on _____, 20_____, appeared the above-named participant's spouse, who acknowledged (1) having read the foregoing document in its entirety, and (2) that the Spousal Consent set forth above was signed in my presence as a voluntary act.

Notary Public Date

NOTICE OF DESIGNATION OF BENEFICIARY

As a Plan Participant, you are entitled to name the person, trust, or other entity you wish to receive any benefits payable from the Plan when you die. Please carefully read this Notice before completing a *Designation of Beneficiary* form.

If you are married at the time of your death, federal law requires that death benefits under the Plan be paid to your surviving spouse unless you and your spouse agree to waive this form of benefit.

HOW CAN THIS BENEFIT BE WAIVED?

You may waive your spouse's right to a death benefit, but your waiver is effective only if, at the time the waiver is made, your spouse consents to the waiver in writing. Your spouse's signature must be acknowledged before a notary public.

WHAT IS THE EFFECT OF A WAIVER?

If your spouse consents to your waiver of his or her rights to the death benefit, you may name someone other than your spouse as your Beneficiary. Your spouse's waiver will be effective only for the specific beneficiary that you designated. If you later wish to change the beneficiary again to someone other than your spouse, this will be treated as a new waiver, and your spouse's consent will again be required.

WHEN CAN A WAIVER BE MADE?

A waiver of the spouse's death benefit can be made at any time up to the date your retirement benefits begin. Even if you do not intend to waive the spouse's benefit, you should still complete a Designation of Beneficiary form, so we will have a record of your beneficiaries. If you die before you waive the spouse's benefit, any death benefit **must** be paid to your spouse. If you are under age 35 at the time of your waiver, your waiver will expire when you reach age 35. You must then provide a new waiver (and again your spouse's consent) in order for it to be effective after the date you reach age 35.

CAN THE WAIVER OR CONSENT BE REVOKED?

You can revoke a waiver and again designate your spouse as your beneficiary at any time without your spouse's consent, but your spouse cannot revoke his or her consent. Any subsequent beneficiary designation, which does not designate your spouse as beneficiary, will again require your spouse's consent to be valid. If you revoke the waiver and then die, any death benefits will be paid to your surviving spouse.

CAN MY SPOUSE OR OTHER BENEFICIARY CHOOSE ANOTHER FORM OF PAYMENT AFTER MY DEATH?

Yes, if your surviving spouse or other beneficiary so requests, benefits can be paid in any form permitted by the Plan. For example, after your death your spouse or other beneficiary could request that the Plan pay their benefits in equal annual installments, if this is a form of payment permitted by the Plan. Please note that if the value of your death benefit is \$5,000.00 or less, the Plan Administrator can require that your beneficiary accept a lump-sum payment.

MAY I NAME MORE THAN ONE PRIMARY AND/OR CONTINGENT BENEFICIARY?

Yes, subject to the spousal consent rules explained above, you may designate more than one Primary and/or Contingent Beneficiary. To do so, you should provide the information required to identify each beneficiary, as well as the percentage or dollar amount of the death benefit that each beneficiary is to receive. If more space is needed, you should insert "See Attached Sheet" in the appropriate space, provide all the information required on a separate sheet of paper, sign the separate sheet, and attach the separate sheet to the *Designation of Beneficiary* form. If you have not indicated the portion of your death benefit to be paid to each beneficiary, all sums payable to more than one beneficiary in the applicable category shall be paid equally to those beneficiaries living at the time of your death.

MAY I NAME MY ESTATE OR TRUST AS MY BENEFICIARY?

Yes, also subject to the spousal consent rules explained above, you may name your estate or trust as your primary or Contingent Beneficiary. If the blanks provided on the Designation of Beneficiary form are not large enough to include all the information necessary to identify the beneficiary, simply insert "See Attached Sheet" in the appropriate space, provide all the information required on a separate sheet of paper, sign the separate sheet, and attach the separate sheet to the *Designation of Beneficiary* form.

ADDITIONAL INFORMATION

At any time before benefits commence, you may request additional information from the Plan Administrator concerning the dollar amount and terms of the spouse's death benefit provided by the plan.

YOUR BENEFICIARY DESIGNATION MAY AFFECT YOUR ESTATE PLANNING AND MAY HAVE INCOME TAX CONSEQUENCES FOR YOUR BENEFICIARIES. YOU SHOULD CONSULT WITH YOUR TAX ADVISOR OR ATTORNEY FOR ADVICE AND ASSISTANCE IN COMPLETING YOUR *DESIGNATION OF BENEFICIARY* FORM.

INSTRUCTIONS FOR COMPLETING DESIGNATION OF BENEFICIARY FORM

IF YOU ARE UNMARRIED:

If you are unmarried, you should complete Section I, designate a Primary and Contingent Beneficiary or Beneficiaries in Section II, and sign the Participant's Acknowledgment in Section III.

IF YOU ARE MARRIED AND WANT YOUR SPOUSE TO RECEIVE THE DEATH BENEFIT:

If you are married and want your spouse to receive the death benefit, you should complete Section I, name your spouse as your Primary Beneficiary and designate a Contingent Beneficiary or Beneficiaries in Section II, and sign the Participant's Acknowledgment in Section III.

IF YOU ARE MARRIED AND DO NOT WANT YOUR SPOUSE TO RECEIVE THE ENTIRE DEATH BENEFIT:

If you are married but want to designate someone other than your spouse as a Primary Beneficiary, you should complete Section I, designate a Primary and Contingent Beneficiary or Beneficiaries in Section II, and sign the Participant's Acknowledgment in Section III. Your spouse **must** sign the Spousal Consent in Section IV and his/her signature must be properly notarized.

Southern Tier Building Trades Laborers Profit Sharing Plan

Qualified Default Investment Alternative (QDIA) Notice

To promote the ability to adequately save for retirement, we have designed our Plan to make saving for retirement as convenient as possible for all our Employees. This annual notice is to advise you of our Plan's provisions regarding the right to direct the investment of your account balance. Our Plan offers a broad range of investment alternatives sufficient to permit investment in a diversified portfolio while minimizing the risk of large losses.

Right to Direct Investments

As a Participant in the Plan (or a Beneficiary of a deceased Participant), you have the right to direct the investment of some or all of the contributions that are made to the Plan on your behalf.

You may invest these contributions in any of the investment vehicles available within your plan. If you do not make an election as to how the Plan should invest your contributions, all contributions subject to participant direction will be invested in the Plan's default investment vehicle until such time as you change your election.

The default investment is the American Century Target date funds. You can find more information regarding this investment vehicle in the fee disclosure information provided to you annually, by visiting the website, or by requesting more information from the Plan Sponsor.

If some or all of the contributions to the Plan are invested in the default investment, that does not mean you give up your right to direct your assets. You still retain the right to direct the investment in the alternatives available under the Plan.

In order to direct your Plan investments, you can:

- make your election at <http://planaccess.definiti.com>
- complete an investment election form

You may give your investment election:

- at any time

For additional information about your rights under this Notice, please refer to your Summary Plan Description and any prospectuses or investment materials that have been provided to you.

You may obtain further investment information about the Plan's investment alternatives, including the default investment, by contacting your Employer.