



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 attention of your human resources/benefits office.

U.A. Local 13
1850 MOUNT READ BLVD
ROCHESTER, NY 14615

Plan Provisions

For Married Members: 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 50% of your vested account balance to purchase a qualified 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 of 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 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 member'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 member), 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 member or such beneficiary. An example of a correct designation would be Jane Doe, Per Stirpes.

**About You**

(Please print using blue or black ink.)

Plan number

7 6 7 0 0 2

Social Security number

- -

Daytime telephone number

- -

area code

First name

MI

Last name

Address

City

State

ZIP code

-

Date of birth

month

day

year

Marital status: Married Single, widowed or legally divorcedAre you still employed by the employer sponsoring the plan? Yes No**Your Beneficiary Designation**

(See 'Instructions for Choosing Your Beneficiary'.)

I designate the following as beneficiary of my account with regard to the percentage(s) I have indicated below. Please list additional beneficiaries, along with percentages they are to receive on a separate page, if needed. Indicate whether the additional beneficiary(ies) is/are primary or secondary beneficiary(ies).

(A) Primary Beneficiary(ies)

Full Legal Name

Address

Social Security number

Percentage

Date of birth

Relationship to you

Telephone number

Full Legal Name

Address

Social Security number

Percentage

Date of birth

Relationship to you

Telephone number

Please use whole percentages - must total 100%**(B) Secondary Beneficiary(ies)**

Full Legal Name

Address

Social Security number

Percentage

Date of birth

Relationship to you

Telephone number

Full Legal Name

Address

Social Security number

Percentage

Date of birth

Relationship to you

Telephone number

Please use whole percentages - must total 100%

**Spousal
Consent to
Waiver of
QPSA**

I am the spouse of the member, and I understand that I am entitled to 100% of the account upon the member's death. I have read an explanation of my right to receive a Qualified Pre-Retirement Survivor Annuity if the member dies before benefit payments commence, and understand the spousal death benefit to which I am entitled under the plan. I realize the member 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 member's death, and voluntarily agree to the member's designation of the beneficiary(ies) named above.

X _____ Date ____|____|____
Spouse's signature - must be witnessed by a notary

Subscribed and sworn before me on the _____ day of _____, the year _____ Notary Stamp or Seal

My notary commission expires _____ with the state of _____ County of _____

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 ____|____|____

DID YOU REMEMBER TO:

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

NO ACTION REQUIRED: FOR YOUR INFORMATION

Overview

As of April 1, 2022, Empower acquired the full service retirement business of Prudential Retirement. Over a period of time, you may see references to Prudential and Empower as we transition our experiences. Throughout this process, we want you to know that our focus is on you and making this transition as seamless as possible. For your reference, outlined below is the entity level detail of the acquisition, including important information to help determine who will be servicing your account or other products.

Post-close

On April 1, 2022, Great-West Life & Annuity Insurance Company (GWLA), the parent company of Empower Retirement, LLC (Empower) acquired the full service retirement business of Prudential Financial, Inc. In connection with the transaction, GWLA acquired all shares of the following entities, which are no longer affiliated with Prudential Financial, Inc.: Prudential Retirement Insurance and Annuity Company, Prudential Bank & Trust, FSB, Global Portfolio Strategies, Inc., TBG Insurance Services Corporation, MC Insurance Agency Services, LLC, and Mullin TBG Insurance Agency Services, LLC.

Please use the following to determine if Empower is now the service provider for your account. If you have multiple accounts, you may be a customer of Prudential Financial, Inc. and its affiliates (together, Prudential) and Empower.

ACCOUNT TYPE	SERVICE PROVIDER
<p>If you are an annuitant, contingent annuitant or other beneficiary under a group annuity contract issued or reinsured by Prudential's pension risk transfer business or plan participant whose benefit is administered by Prudential's pension risk transfer business...</p> <p>How do I know if this applies to me?</p> <p>You were previously issued an annuity certificate from the Prudential Insurance Company of America <u>in connection with your employer's defined benefit plan</u> OR previously received a communication from your employer that Prudential has issued a guaranteed annuity covering all or a portion of your pension benefit or pays your pension benefit.</p>	<p>...Your account remains with Prudential and was not impacted by the transaction.</p> <p>The "Important Disclosures Regarding the Empower Transaction" listed below do not apply to your account.</p>
<p>If you independently purchased an individual annuity, life insurance or investment product with Prudential...</p> <p>How do I know if this applies to me?</p> <ul style="list-style-type: none">• You independently purchased a product from Prudential (other than a SmartSolutions IRA) that is unrelated to an employer workplace plan.• The product you purchased is issued by The Prudential Insurance Company of America (PICA), Prudential Annuities Life Assurance Corporation (PALAC), Pruco Life Insurance Company, or Pruco Life Insurance Company of New Jersey.• You purchased an investment product or service through Pruco Securities, LLC.	<p>...Your account remains with Prudential and was not impacted by the transaction.</p> <p>The "Important Disclosures Regarding the Empower Transaction" listed below do not apply to your account.</p>
<p>If you are a participant in the Prudential Employee Savings Plan (PESP), the Jennison Associates Savings Plan, the Assurance Savings Plan, the Prudential Supplemental Employee Savings Plan, the Prudential Financial, Inc. 2021 Omnibus Incentive Plan and the attendant Prudential Long-Term Incentive Program, the Prudential Financial, Inc. 2016 Deferred Compensation Plan for Non-Employee Directors or the PGIM, Inc. Omnibus Deferred Compensation Plan...</p> <p>How do I know if this applies to me?</p> <ul style="list-style-type: none">• You receive statements and other notifications from Prudential in connection with one or more of these plans.	<p>...Empower is currently providing services to the plans as a sub-contractor to Prudential for a transitional period. During this period, Prudential will remain the service provider for the plans.</p> <p>Please carefully review the "Important Disclosures Regarding the Empower Transaction" below that apply to you, as applicable.</p>

ACCOUNT TYPE**SERVICE PROVIDER**

If you are a participant in a retirement plan previously serviced by Prudential Retirement, which may include defined benefit plans, non-qualified plans, defined contribution plans, and 401(k) plans (including a plan that permits self-directed brokerage accounts), or you are an account holder of a SmartSolution IRA, Auto Roll IRA, or NFS Prudential Brokerage Account...

How do I know if this applies to me?

- You receive a notification from Prudential Retirement notifying you that Empower will become the service provider for your account.
- You receive a welcome email or letter from Empower.

...Empower is now the service provider for your account. However, with respect to Smart Solution IRA accounts and certain Auto Roll IRAs, Prudential Investment Management Services LLC (PIMS) remains the broker-dealer for a transitional period.

Please carefully review the “Important Disclosures Regarding the Empower Transaction” below that **apply to you**.

Important Disclosures Regarding the Empower Transaction

Effective April 1, 2022, the following will apply to you:

- All references to “Prudential Retirement” refer to Empower. Prudential Retirement is no longer a business unit of Prudential.
- Certain insurance products written by The Prudential Insurance Company of America were reinsured to GWLA and Great-West Life & Annuity Insurance Company of New York (for New York business). Empower Retirement will become the administrator of this business acquired from Prudential.
- Empower Retirement refers to the products and services offered by GWLA and its subsidiaries, including Empower Retirement, LLC. Empower Retirement is not affiliated with Prudential or its affiliates.
- Full-service retirement sales personnel and certain service personnel are no longer registered representatives of Prudential Investment Management Services LLC (PIMS) and are registered representatives of GWFS Equities, Inc. For a transitional period, certain back office and service personnel will remain registered representatives of PIMS.
- During a transition period, Prudential and, as applicable, its affiliates will continue to provide services to Empower. PIMS will continue to provide certain broker-dealer services under the terms of existing services agreements for certain plans and will continue to be the broker-dealer of record for existing SmartSolution IRA accounts and certain Auto Roll IRA accounts for a transitional period.
- Any documents pertaining to fraud or security commitments by Prudential Retirement are no longer applicable and are replaced with Empower’s commitments set forth at <https://participant.empower-retirement.com/participant/#/articles/securityGuarantee>.
- If Empower is the service provider for your account, Prudential’s Privacy Statements and Privacy Notices are replaced with Empower’s Privacy Notice set forth at <https://www.empower-retirement.com/privacy> for that account.

All product names, logos, and brands are property of their respective owners. “EMPOWER”, “EMPOWER RETIREMENT”, all associated logos, and product names are trademarks of Great-West Life & Annuity Insurance Company. Prudential, the Prudential logo and the Rock Design are trademarks of Prudential Financial, Inc. and its affiliates and are used under license.

Information provided herein, including linked documents, is being provided for informational or educational purposes only. By sharing it, neither PIMS nor Prudential is acting as your fiduciary as defined by the Department of Labor or otherwise. If you need investment advice, please consult with a qualified professional. Prudential Financial, its affiliates, and their financial professionals do not render tax or legal advice. Please consult with your tax and legal advisors regarding your personal circumstances.

Have additional questions? For Prudential accounts and products, please call 800-621-1089. For Empower accounts and products, please call 877-778-2100.