

EAST BAY RESTAURANT AND TAVERN RETIREMENT PLAN

Beneficiary Designation Form

This form will allow you to (1) designate who will receive benefits that become payable in the event of your death; and (2), if you are married, to waive the requirement that your spouse receive a Qualified Preretirement Survivor's Annuity ("QPSA") benefit if you die before you start receiving retirement benefits.

This form includes important information about the QPSA benefit and how it works. Please read all directions carefully and complete all sections required for the choices you want to make. Once you have completed the form, please return by mail to the Trust Fund at:

EAST BAY RESTAURANT AND TAVERN RETIREMENT FUND
P.O. BOX 555, SAN RAMON, CA 94583

Which Sections of this Form to Complete:

<i>If You Are</i>	<i>Beneficiary Choice</i>	<i>QPSA Benefits Choice</i>	<i>You must complete</i>
Single	You wish to name anyone as your Primary and Contingent Beneficiary.	Does not apply.*	Section 1 Participant Information Section 2 Beneficiary Designation
Married	You wish to name your spouse as your Primary Beneficiary. You may name anyone as your Contingent Beneficiary.	I want my spouse to be eligible for QPSA benefits.	Section 1 Participant Information Section 2 Beneficiary Designation
Married	You wish to name anyone other than your spouse (including a trust, children, etc.) as a Primary Beneficiary. You may name anyone as your Contingent Beneficiary.	By designating someone other than my spouse as my primary beneficiary, I have elected to waive the requirement of QPSA benefits for my spouse.	Section 1 Participant Information Section 2 Beneficiary Designation Read Section 3 Important Notice and QPSA Explanation Section 4 Participant Waiver Section 5 Spousal Consent (spouse's signature must be notarized)**
<p>*If you get married, your spouse will automatically become your Primary Beneficiary and be entitled to QPSA benefits, unless you file a new Beneficiary Designation form. **Spousal consent must be obtained unless you do not know the whereabouts of your spouse or are legally separated or abandoned within the meaning of local law. Supporting documentation may be required.</p>			

Section 1: Participant Information

This section identifies the Plan participant who is making the beneficiary designation or waiving the QPSA benefit.

PARTICIPANT INFORMATION

LAST NAME		FIRST NAME IN FULL		MIDDLE NAME IN FULL	
STREET ADDRESS			CITY	STATE	ZIP
SOCIAL SECURITY NUMBER			TELEPHONE NUMBER		
DATE OF BIRTH / /		CURRENT MARITAL STATUS (Please Check One)			
		<input type="checkbox"/> Married <input type="checkbox"/> Never Married <input type="checkbox"/> Divorced* <input type="checkbox"/> Legally Separated* <input type="checkbox"/> Divorced & Remarried* <input type="checkbox"/> Widow(er)			
SPOUSE'S NAME (If Legally Married)		DATE OF MARRIAGE			
SPOUSE'S SOCIAL SECURITY NO.		IF DIVORCED OR LEGALLY SEPARATED, GIVE DATE (S)			
<p>*If you are divorced or legally separated, you <u>must</u> submit a copy of the final judgment(s) of dissolution of marriage(s) or legal separation and any Qualified Domestic Relations Orders to the Plan office, unless you have previously done so.</p>					

Section 2: Beneficiary Designation

In this section, you may designate who you want to receive any benefits that become payable in the event of your death. Once the Plan receives a completed Beneficiary Designation form, any Beneficiary Designation forms you filed in the past become invalid.

Sharing of Benefits. Everyone you list as a Primary Beneficiary will share the benefits equally unless you enter a different “% of Distribution.” You may also designate a Contingent Beneficiary to receive any benefits in the event that all of your Primary Beneficiaries die before you do. Again, everyone you list as a Contingent Beneficiary will share all contingent benefits equally unless you enter a different “% of Distribution.” It is generally a good idea to update your beneficiary designation any time any of your beneficiaries dies, so that you can be sure that the deceased beneficiary's share of benefits will pass according to your wishes.

Default Beneficiaries. If you do not complete the Beneficiary Designation form, upon your death any benefits will automatically be paid: (1) to your spouse, if you are married and your spouse outlives you; or (2) to your estate, if you are not married or if your spouse dies before or at the same time as you.

Married Participants. Again, if you want to name anyone a Primary Beneficiary other than or in addition to your spouse, you will need to waive the QPSA benefit (described in Section 3 below) and obtain your spouse's consent. Both you and your spouse should read Section 3 of this form carefully. Then you must complete and sign Section 4 and your spouse must complete and sign Section 5 with a witness.

Changes in Marital Status. If you get married or remarried, any beneficiary designation you made before your marriage will be invalid and your new spouse will automatically become the only Primary Beneficiary (subject to any rights an ex-spouse may have under a special court order called a Qualified Domestic Relations Order (“QDRO”). If you get divorced, however, the earlier designation of your spouse as your Primary Beneficiary is not automatically cancelled and your former spouse may retain rights to your benefits. **Therefore, you should inform the Plan Administrator immediately of any changes in marital status, as it may require the completion of a new Beneficiary Designation form.**

Under Age 35. If you are married and are under age 35, you may not designate anyone other than your spouse as a Primary Beneficiary. You must wait until you are 35 years old before you can designate someone else as your Primary Beneficiary.

BENEFICIARY DESIGNATION

I, _____, Social Security No. _____, designate the following named person or persons as my beneficiary or beneficiaries to receive any monies that may be payable by reason of my death from the East Bay Restaurant and Tavern Retirement Plan.

In the event of my death, pay any applicable benefits to:

Primary Beneficiary: *You may name more than one person; if more space is required, attach a second page.*

Full Name	SSN	Date of Birth	Relationship	% of Distribution
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Address

Full Name	SSN	Date of Birth	Relationship	% of Distribution
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Address

Contingent Beneficiary: *You may name more than one person; if more space is required, attach a second page.*

Full Name	SSN	Date of Birth	Relationship	% of Distribution
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Address

Full Name	SSN	Date of Birth	Relationship	% of Distribution
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Address

Participant's Signature

Date

Section 3: Important Notice and QPSA Explanation

This section contains important information about Qualified Preretirement Survivor Annuities, otherwise known as QPSA benefits. You and your spouse should read this information carefully if you are considering waiving your right to QPSA benefits or designating a Primary Beneficiary other than or in addition to your spouse.

EXPLANATION OF QUALIFIED PRERETIREMENT SURVIVOR ANNUITY (QPSA)

Qualified Preretirement Survivor Annuity. If you are married and you die before you begin to receive retirement benefits from the Plan, under federal law your vested benefits will be paid in the form of a Qualified Preretirement Survivor Annuity ("QPSA") to your surviving spouse. The QPSA is an annuity payable for the life of your surviving spouse, which means that every month your spouse will receive a check for the same amount no matter how long your spouse lives, but that the Plan will not pay any benefits after your spouse's death. The Plan may supply this payment by purchasing an annuity contract from an insurance company using your vested individual account balance. Your spouse may choose to receive a lump-sum payment instead of monthly QPSA payments.

How much your spouse will be paid each month under QPSA will depend on: (1) your surviving spouse's age at the time distribution begins; (2) the amount of your vested account balance at the time the Plan purchases the annuity contract; and (3) the annuity purchase rate used by the insurance company and the insurance company's administrative expenses. However, the QPSA is designed to be the "actuarial equivalent" of your account balance, less any administrative fees. "Actuarial equivalent" means that the monthly QPSA amount paid to your spouse is meant to provide the same benefit over your spouse's lifetime as a one-time lump sum payment would. The following table provides the approximate monthly annuity payments for every \$1,000 of vested benefits in your Plan account a surviving spouse of various ages would receive from an annuity contract purchased today. The table assumes an annuity factor based on the UP-1984 mortality tables and a 6% interest rate. The insurance company from which the Plan purchases the annuity may use different factors. Different factors will produce a different monthly payment. The Plan Administrator, upon request, will provide a more precise calculation.

Surviving Spouse's Age	Monthly Payment	Surviving Spouse's Age	Monthly Payment
50	\$6.53	66	\$9.17
52	\$6.74	68	\$9.72
54	\$6.97	70	\$10.34
56	\$7.23	72	\$11.06
58	\$7.53	74	\$11.90
60	\$7.86	76	\$12.86
62	\$8.25	78	\$13.97
64	\$8.68	80	\$15.24

For example, if a participant's vested account balance at death is \$10,000, a surviving spouse who is age 60 will receive a monthly annuity payment approximately equal to \$78.60 ($\7.86×10). Again, these approximate monthly payments are only estimates.

Beneficiary Designation. Unless QPSA benefits are waived, you may not designate a Primary Beneficiary other than or in addition to your surviving spouse. For example, if you designate your parents as beneficiaries and later marry but die without having changed your beneficiary designation, QPSA benefits will be automatically paid to your new spouse and your parents will not receive any benefits from the Plan. Similarly, if you are married and designate that any benefits be divided in equal shares among your surviving spouse and your three children, but the QPSA is not waived, your spouse must receive the QPSA benefits and your children will not receive any benefits from the Plan. While after your death your spouse may elect any form of death benefit permitted by the Plan instead of a QPSA, your spouse's right to the QPSA benefit cannot be taken away unless your spouse voluntarily agrees to give it up.

However, if your spouse consents to waive the requirement of QPSA benefits and to the designation of someone else as a Primary Beneficiary (either in addition to or in place of your spouse), you can instead choose to have all or a part of the death benefits paid to someone else. For example, if Alex and Betty Doe agree that Betty will not receive the QPSA benefit, one possible election option would be to pay 1/2 of the death benefit from Alex's account to Betty and 1/2 to Alex and Betty's child, Chris. If the total QPSA death benefit were \$200 per month following Alex's death, the Plan, under Alex's new election, would then pay \$100 a month to Betty for the rest of Betty's life and an amount less than \$100 to Alex and Betty's child, Chris, for the rest of his life. The amount payable to Chris would be less than \$100 a month because of his age and longer life expectancy. .

Waiving QPSA Benefits. The Plan requires payment of your entire vested account balance to your spouse unless you have a valid waiver election in effect on the date of your death. To have a valid waiver you must complete the waiver in Section 4 and your spouse must consent to the waiver by signing the form in Section 5, witnessed by a notary public or a Plan representative. You can choose to waive QPSA benefits at any time, until you die or begin receiving payments. You may also revoke a previous waiver election without your spouse's consent, but your spouse would have to consent to any new waiver. A waiver election is valid only for the spouse consenting to the waiver. Therefore, you should always inform the Plan Administrator of any change in your marital status.

Section 4: Participant Waiver

I, _____, am a participant in the East Bay Restaurant and Tavern Retirement Plan. I wish to waive the requirement of Qualified Preretirement Survivor Annuity (QPSA) benefits and to designate beneficiaries as entered in Section 2 of this form, including a Primary Beneficiary who is not my spouse.

Waiver of Qualified Preretirement Survivor Annuity (QPSA) Benefits:

- I have read and understand the Explanation of Qualified Preretirement Survivor Annuity (QPSA) in Section 3 of this form.
- I understand that if I die before receiving retirement benefits, my spouse is entitled to a QPSA benefit, where my vested account balance will be used to purchase a lifetime annuity to be paid to my spouse.
- I choose to waive the requirement of QPSA benefits. I understand that this waiver is valid only if my spouse consents in Section 5 of this form and is witnessed by a Plan representative or notary public.
I understand that I may revoke a waiver of QPSA benefits at any time, without spousal consent, by informing the Plan Administrator in writing of my wish to revoke this waiver.

Designation of a Primary Beneficiary Other than a Spouse:

- I understand that because I am designating a Primary Beneficiary other than my spouse, I must obtain my spouse's consent.
- I understand that by properly completing this form and returning it to the Plan office, I invalidate any earlier beneficiary designations.

Participant's Signature

Date

Section 5: Spousal Consent

I, _____, am the legal spouse of _____, a participant in the East Bay Restaurant and Tavern Retirement Plan. I agree to give up my right to the Qualified Preretirement Survivor Annuity (QPSA) benefit and I agree to the beneficiary designation entered by my spouse in Section 2 of this form.

Waiver of Qualified Preretirement Survivor Annuity (QPSA) Benefits:

- I have read and understand the Explanation of Qualified Preretirement Survivor Annuity (QPSA) in Section 3 of this form.
- I understand that I have a right to the QPSA benefit if my spouse dies before receiving retirement benefits.
- I understand that if I do not sign this agreement, then I will receive the QPSA benefit if my spouse dies before retiring.
- I understand that by waiving the QPSA benefit, I may receive less money than I would have received under the QPSA payment form.
- I understand that my spouse cannot waive the QPSA benefit unless I agree to the change.
- I understand that I do not have to sign this agreement. I am signing voluntarily and I understand that I cannot revoke this consent.

Consent to a Primary Beneficiary Other than the Spouse:

- I understand that by signing this agreement and consenting to my spouse's selection of someone other than myself as the Primary Beneficiary, I will receive nothing from the Plan after my spouse dies (unless I am also named as a Beneficiary, in which case I will receive only the share of the benefits designated for me in Section 2 of this form).
- I understand that my spouse cannot select a different Primary Beneficiary unless I agree to the change.
- I understand that I do not have to sign this agreement. I am signing voluntarily and I understand that I cannot revoke this consent.

Spouse's Signature

Date

THIS SPOUSAL CONSENT MUST BE WITNESSED BY A PLAN REPRESENTATIVE OR NOTARY PUBLIC.

Plan Representative Witnessing Spousal Consent

Name of Plan Representative (Printed)

Date

STATE OF _____ COUNTY OF _____

On this the _____ day of _____ 20____, before me, _____, the undersigned Notary Public, personally appeared, _____, [signature]_____.

personally known to me proved to me on the basis of satisfactory evidence

to be the person whose name was subscribed to the within instrument, and acknowledged that [circle one] He / She executed it. WITNESS my hand and official seal.

Notary's Signature: _____